FEDERAL REGISTER

VOLUME 7 NUMBER 128

Washington, Wednesday, July 1, 1942

The President

PROCLAMATION 2560

SUSPENDING ALLOTMENT TO SPECIFIED COUNTRIES OF IMPORT QUOTAS FOR LONG-STAPLE COTTON

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS pursuant to section 22 of the Agricultural Adjustment Act of 1933 as amended by section 31 of the act of August 24, 1935 (49 Stat. 750, 773), as amended by section 5 of the act of February 29, 1936 (49 Stat. 1148, 1152), and as reenacted by section 1 of the act of June 3, 1937 (50 Stat. 246), I issued a proclamation on September 5, 1939 (No. 2351,[1] 54 Stat. 2640), limiting the quantities of certain cotton and cotton waste which might be entered, or withdrawn from warehouse, for consumption, which proclamation was in part suspended by my proclamations of December 19, 1940 (No. 2450,[2] 54 Stat. 2769), and March 31, 1942 (No. 2544[3]); and

WHEREAS under my proclamation of September 5, 1939, the total quantity of cotton having a staple 1⅛ inches or more in length which might be entered, or withdrawn from warehouse, for consumption in any year commencing September 20, was 45,656,420 pounds, which total quantity was by such proclamation allotted in individual shares to specified foreign countries; and

WHEREAS the United States Tariff Commission has made a supplemental investigation pursuant to the said section 22 to determine whether or not the circumstances requiring such allotment of individual shares still exist, has made findings of fact with respect thereto, and has transmitted to me a report of those findings and its recommendation based thereon, a copy of the report having also been transmitted to the Secretary of Agriculture:

NOW, THEREFORE, I, FRANKLIN D. ROOSEVELT, President of the United States of America, do hereby find and declare, on the basis of the investigation and report of the Tariff Commission, that the circumstances requiring the allotment to specified foreign countries of individual shares in the total quantity of cotton having a staple 1⅛ inches or more in length permitted to be entered, or withdrawn from warehouse, for consumption no longer exist. Accordingly, pursuant to the said section 22, as further amended by the act of January 25, 1940 (54 Stat. 17), I hereby proclaim the suspension, effective on the thirtieth day following the date of this proclamation, of such provisions of my proclamation of September 5, 1939, as allotted to specified foreign countries individual shares of the total quantity of cotton having a staple 1⅛ inches or more in length permitted to be entered, or withdrawn from warehouse, for consumption, so that, on and after the effective date hereof, such cotton shall be permitted entry, or withdrawal from warehouse, for consumption, within the limit of the total quantity specified in my proclamation of September 5, 1939, without regard to the foreign country of origin. Nothing in this proclamation shall be construed to modify my proclamation of December 19, 1940 (No. 2450, 54 Stat. 2769), or my proclamation of March 31, 1942 (No. 2544).

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the City of Washington this 29th day of June, in the year of our Lord, nineteen hundred and forty-two, and of the Independence of the United States of America the one hundred and sixty-sixth.

[SEAL]

FRANKLIN D ROOSEVELT

By the President:

CORDELL HULL,
Secretary of State.

[F. R. Doc. 42-6134; Filed, June 30, 1942; 11:32 a. m.]

[1] 4 F.R. 3822.
[2] 5 F.R. 5229.
[3] 7 F.R. 2587.

EXECUTIVE ORDER 9186

AUTHORIZING THE FEDERAL WORKS ADMINISTRATOR TO ACQUIRE AND DISPOSE OF PROPERTY

By virtue of and pursuant to the authority vested in me by Title II of the Second War Powers Act, 1942, approved March 27, 1942 (Public Law 507, 77th Congress), the Federal Works Adminis-

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THE PRESIDENT

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FEDERAL REGISTER

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trator, or any officer of the Federal Works Agency acting in the absence or disability of the Administrator, is hereby authorized to exercise the authority contained in the said Title II of the Second War Powers Act, 1942, to acquire, use, and dispose of any real property, temporary use thereof, or other interest therein, together with any personal property located thereon, or used therewith, that shall be deemed necessary for military, naval, or other war purposes.

Executive Order No. 9179 of June 5, 1942,[1] entitled "Authorizing the Commissioner of Public Roads, Federal Works Agency, to Acquire and Dispose of Property", is hereby revoked.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
June 27, 1942.

[F. R. Doc. 42-6107; Filed, June 29, 1942; 3:19 p. m.]

Regulations

TITLE 10—ARMY: WAR DEPARTMENT

Chapter III—Claims and Accounts

PART 36—CLAIMS AGAINST THE UNITED STATES

DESERTERS' EFFECTS [2]

Sections 36.40 and 36.41 are hereby amended to read as follows:

§ 36.40 *Effects abandoned by deserter.* (a) At the expiration of 6 months, if the deserter has not been returned to military control, the following action will be taken:

(1) When application for the effects has been received from relatives or personal representative of the deserter, or other person having title thereto, all effects will be shipped as requested without expense to the Government.

(2) When application for the effects has not been received from relatives or personal representative or other person having title thereto:

(i) The insignia, decorations, discharge certificates, and other military papers will be forwarded to The Adjutant General.

(ii) Articles having monetary value will be disposed of by sale, and the proceeds therefrom will be deposited with a disbursing officer, whose receipt will be taken and forwarded to The Adjutant General. The receipt will clearly indicate the nature of the deposit, that is, whether for the proceeds of sale, undrawn pay, or money belonging to the deserter. The officer responsible will furnish the disbursing officer with the information necessary to prepare the receipt.

(iii) Articles having no salable value will be destroyed.

(b) In no case will money or proceeds of the sale of effects of a deserter be turned over to his relatives, nor any payment be made therefrom by any officer on any account whatsoever. (R.S. 161; 5 U.S.C. 22) [Par. 5, AR 615-300, June 4, 1942]

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-6105; Filed, June 29, 1942; 3:06 p. m.]

Chapter V—Military Reservations and National Cemeteries

PART 52—REGULATIONS AFFECTING MILITARY RESERVATIONS

RESCISSION OF CERTAIN PROVISIONS

Sections 52.9 to 52.11, inclusive, relative to target ranges and shooting galleries, and §§ 52 13 to 52.16, inclusive, relative to inspection of steam boilers, are hereby rescinded. (R.S. 161; 5 U.S.C. 22; 55 Stat. 787; 10 U.S.C. Sup. 181b) [AR 100-80, W.D., June 9, 1942]

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-6106; Filed, June 29, 1942; 3:06 p. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 3152]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

GENERAL MOTORS CORPORATION, ET AL

§ 3.24 (b) *Coercing and intimidating—Customers or prospective custom-*

[1] 7 F.R. 4317.

[2] Administrative regulations of the War Department relative to soldiers' deposits.

ers—To purchase or support product or service—By threatened loss attractive business in preponderant and established product: § 3.24 (c) *Coercing and intimidating—Customers or prospective customers of competitors—By threatened loss attractive business in preponderant and established product:* § 3.30 (a) *Cutting off competitors' access to customers or market—Forcing goods:* § 3.30 (f) *Cutting off competitors' access to customers or market—Threatening withdrawal of patronage from competitors' customers:* § 3.30 (g) *Cutting off competitors' access to customers or market—Withholding supplies from competitors' customers:* § 3.39 *Dealing on exclusive and tying basis.* In connection with offer, etc., in commerce, of automobile accessories, automobile supplies, and other similar products, and among other things, as in order set forth, (1) requiring automobile dealers in connection with contracts or franchises or selling agreements with said automobile dealers for the sale of new motor vehicles, by means of intimidation or coercion, to purchase or deal in accessories or supplies sold and distributed by the respondents, or by any one designated by them, for use in and on automobiles sold by the respondents; (2) cancelling, or directly or by implication threatening the cancellation of, any contract or franchise or selling agreement with automobile retail dealers for the sale of new motor vehicles, because of the failure or refusal of such dealers to purchase or deal in accessories or supplies for use in and on automobiles manufactured or sold by the respondents, sold and distributed by the respondents, or by any one designated by the respondents; (3) cancelling, or directly or by implication threatening the cancellation of, any contract or franchise or selling agreement with automobile retail dealers for the sale of new motor vehicles, for purchasing or dealing in accessories or supplies for use in and on automobiles sold by the respondents, not obtained from respondents or from any other source designated by the respondents; (4) shipping accessories or supplies for use in and on automobiles sold by the respondents without prior orders therefor, or cancelling, or directly or by implication threatening the cancellation of any automobile retail dealer contract or franchise or selling agreement for the sale of new motor vehicles, because of a failure or refusal to accept accessories or supplies for use in and on automobiles sold by the respondents shipped without prior order; (5) refusing or threatening to refuse, to deliver automobiles to automobile retail dealers in connection with contracts or franchises with said automobile retail dealers for the sale of new motor vehicles because of a failure or refusal of such dealers to purchase or deal in accessories or supplies for use in and on automobiles sold and distributed by the respondents, or by any one designated by them; (6) the use of any system or practice, plan, or method of doing business, for the purpose, or having the effect, of coercing or intimidating automobile retail dealers who have contracts or selling agreements or franchises of the respondents for the sale of new motor vehicles into purchasing or dealing in accessories or supplies manufactured or supplied by the respondents, or by any one designated by them, for use in and on automobiles sold by the respondents; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Modified cease and desist order, General Motors Corporation, et al., Docket 3152, June 25, 1942]

§ 3.39 *Dealing on exclusive and tying basis.* In connection with any franchise or agreement for the sale of automobiles or in connection with the sale, or making of any contract for the sale, of automobile parts in commerce, and among other things, as in order set forth, entering into, enforcing, or continuing in operation or effect, any franchise or agreement for the sale of automobiles, or any contract for the sale of, or selling automobile parts in connection with contracts or franchises or selling agreements with automobile retail dealers for the sale of new automobiles on the condition, agreement or understanding that the purchasers thereof shall not use or sell automobile parts other than those acquired from the respondents, unless such condition, agreement, or understanding be limited to automobile parts necessary to the mechanical operation of an automobile, and which are not available, in like quality and design, from other sources of supply; prohibited. (Sec. 3, 38 Stat. 731; 15 U.S.C., sec. 14) [Modified cease and desist order, General Motors Corporation, et al., Docket 3152, June 25, 1942]

In the Matter of General Motors Corporation and General Motors Sales Corporation

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of June, A. D. 1942.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answers of the respondents, testimony and other evidence taken before John L. Hornor and W. W. Sheppard, trial examiners of the Commission theretofore duly designated by it, in support of the allegations of the complaint and in opposition thereto, report of Trial Examiner W. W. Sheppard upon the evidence and exceptions filed thereto, briefs filed in support of the complaint and in opposition thereto, and oral arguments of counsel; and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act and have violated the provisions of that certain Act of Congress of the United States entitled, "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes," approved October 15, 1914, commonly known as the Clayton Act, and the Commission having issued its order herein to cease and desist on November 12, 1941, and the respondent having filed with the Commission on June 11, 1942, its request for modification of said order;

It is ordered, That the respondents, General Motors Corporation, a corporation, and General Motors Sales Corporation, a corporation, and their respective officers, agents, representatives, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of automobile accessories, automobile supplies, and other similar products in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Requiring automobile dealers in connection with contracts or franchises or selling agreements with said automobile dealers for the sale of new motor vehicles, by means of intimidation or coercion, to purchase or deal in accessories or supplies sold and distributed by the respondents, or by any one designated by them, for use in and on automobiles sold by the respondents.

(2) Cancelling, or directly or by implication threatening the cancellation of, any contract or franchise or selling agreement with automobile retail dealers for the sale of new motor vehicles, because of the failure or refusal of such dealers to purchase or deal in accessories or supplies for use in and on automobiles manufactured or sold by the respondents, sold and distributed by the respondents, or by any one designated by the respondents.

(3) Cancelling, or directly or by implication threatening the cancellation of, any contract or franchise or selling agreement with automobile retail dealers for the sale of new motor vehicles, for purchasing or dealing in accessories or supplies for use in and on automobiles sold by the respondents, not obtained from respondents or from any other source designated by the respondents.

(4) Shipping accessories or supplies for use in and on automobiles sold by the respondents without prior orders therefor, or cancelling, or directly or by implication threatening the cancellation of any automobile retail dealer contract or franchise or selling agreement for the sale of new motor vehicles, because of a failure or refusal to accept accessories or supplies for use in and on automobiles sold by the respondents shipped without prior order.

(5) Refusing or threatening to refuse, to deliver automobiles to automobile retail dealers in connection with contracts or franchises with said automobile retail dealers for the sale of new motor vehicles because of a failure or refusal of such dealers to purchase or deal in accessories or supplies for use in and on automobiles sold and distributed by the respondents, or by any one designated by them.

(6) The use of any system or practice, plan, or method of doing business, for the purpose, or having the effect, of coercing or intimidating automobile retail dealers who have contracts or selling agreements or franchises of the respondents for the sale of new motor vehicles into purchasing or dealing in accessories or supplies manufactured or supplied by the respondents, or by any one designated by them, for use in and on automobiles sold by the respondents.

It is further ordered, That the respondents, General Motors Corporation, a corporation, and General Motors Sales Corporation, a corporation, and their respective officers, agents, representatives, and employees, directly or through any corporate or other device, in connection with any franchise or agreement for the sale of automobiles or in connection with the sale, or making of any contract for the sale of, automobile parts in commerce as "commerce" is defined in that Act of Congress entitled, "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes," approved October 15, 1914, commonly known as the Clayton Act, do forthwith cease and desist from:

(1) Entering into, enforcing, or continuing in operation or effect, any franchise or agreement for the sale of automobiles, or any contract for the sale of, or selling automobile parts in connection with contracts or franchises or selling agreements with automobile retail dealers for the sale of new automobiles on the condition, agreement or understanding that the purchasers thereof shall not use or sell automobile parts other than those acquired from the respondents, unless such condition, agreement, or understanding be limited to automobile parts necessary to the mechanical operation of an automobile, and which are not available, in like quality and design, from other sources of supply.

It is further ordered, That the respondents shall, within thirty (30) days after this modified order becomes final, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this modified order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 42-6132; Filed, June 30, 1942; 11:14 a. m.]

[Docket No. 4758]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

SIERRA CANDY COMPANY, INC.

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* In connection with offer, etc., in commerce, of candy, or any other merchandise, (1) selling, etc., candy or any other merchandise so packed or assembled that sales of such candy or other merchandise are to be made, or may be made, by means of a game of chance, gift enterprise or lottery scheme; (2) supplying, etc., others with push or pull cards, punch boards, or other lottery device, either with assortments of candy or other merchandise, or separately, which said push or pull cards, punch boards, or other lottery device are to be or may be used in selling or distributing said candy or other merchandise to the public; and (3) selling, etc., any merchandise by means of a game of chance, gift enterprise or lottery scheme; prohibited. (Sec. 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U. S.C., Sup. IV, sec. 45b) [Cease and desist order, Sierra Candy Company, Inc., Docket 4758, June 23, 1942]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 23d day of June, A. D. 1942.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and answer of the respondent, in which answer respondent admitted all the material allegations of the Commission's complaint to be true, and by which answer, in accordance with Rule IX of the Commission's Rules of Practice, respondent was deemed to have waived a hearing on all the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence or other intervening procedure to find such facts to be true; and the Commission having made its findings as to the facts and its conclusion that the respondent has violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondent, Sierra Candy Company, Inc., Its officers, directors, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of candy, or any other merchandise, in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Selling or distributing candy or any other merchandise so packed or assembled that sales of such candy or other merchandise are to be made, or may be made, by means of a game of chance, gift enterprise or lottery scheme;

(2) Supplying to and placing in the hands of others, push or pull cards, punch boards, or other lottery device, either with assortments of candy or other merchandise, or separately, which said push or pull cards, punch boards, or other lottery device are to be or may be used in selling or distributing said candy or other merchandise to the public;

(3) Selling or otherwise disposing of any merchandise by means of a game of chance, gift enterprise or lottery scheme.

It is further ordered, That the respondent shall, within sixty (60) days after the service upon it of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 42-6131; Filed, June 30, 1942; 11:14 a. m.]

TITLE 30—MINERAL RESOURCES

Chapter III—Bituminous Coal Division

[Docket No. A-1480]

PART 322—MINIMUM PRICE SCHEDULE, DISTRICT NO. 2

RELIEF GRANTED

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 2 for the establishment of price classifications and minimum prices for the coals of certain mines in District No. 2.

An original petition, as amended, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain mines in District 2, for all shipments except truck; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

The following action being deemed necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, § 322.7 (*Alphabetical list of code members*) is amended by adding thereto Supplement R–I, and § 322.9 (*Special prices*—(c) *Railroad fuel*) is amended by adding thereto Supplement R–II, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless it shall otherwise be ordered.

Dated: June 16, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

FOR ALL SHIPMENTS EXCEPT TRUCK

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES IN DISTRICT NO. 2

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions, and other provisions contained in Part 322 Minimum Price Schedule for District No. 2 and supplements thereto.

§ 322.7 *Alphabetical list of code members*—Supplement R–I

[Alphabetical listing of code members having railway loading facilities, showing price classification by size group numbers]

Mine index No.	Code member	Mine name	Seam	Sub-district No.	Shipping point	Railroad	Freight origin group No.	Size group Nos. 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
2311	Ainsley, D. L. Coal Co. (D. L. Ainsley)	Provance #1	Pittsburgh	3	Martin Clng. Plant, Martin, Pa.	Monon	30	E	E	E	E	E	E	E	E	E	(†)	(†)	(†)	(†)	(†)	(†)	(†)
2189	Mayer, F. C	Maraco (Strip)	Pittsburgh	7	Boggs Station, Pa	Montour	72	L	L	J	J	J	J	K	K	K	(†)	(†)	(†)	(†)	(†)	(†)	(†)
1762	Mrozek, Steve	Mrozek	Pittsburgh	3	Vances Mills & Waltersburg, Pa.	PRR	31	(†)	(†)	(†)	(†)	(†)	E	E	E	E	(†)	(†)	(†)	(†)	(†)	(†)	(†)

†Indicates no classifications effective for these Size Groups.

NOTE: The above prices are applicable only via the respective Freight Origin Groups, Shipping Points, and Railroads shown for the respective mines. Freight Origin Groups, Shipping Points, and Railroads previously assigned to these mines are no longe applicable.

§ 322.9 *Special prices*—(c) *Railroad fuel*—Supplement R–II. In § 322.9 (c) in Minimum Price Schedule, add the mine index numbers in groups shown. Group No. 2: 2189; Group No. 6: 1762; Group No. 7; 2311.

[F. R. Doc. 42–6079; Filed, June 29, 1942; 11.08 a. m.]

[Docket Nos. A–1483 and A–1484]

PART 331—MINIMUM PRICE SCHEDULE DISTRICT NO. 11

RELIEF GRANTED

Order of consolidation and order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 11 for the establishment of price classifications and minimum prices for the coals of certain mines in District No. 11.

Original petitions having been duly filed with this Division by the above-named party, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain mines in District No. 11; and

It appearing that the above-entitled matters raise similar and related issues; and

It further appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with this Division in the above-entitled matters; and

The following action being deemed necessary in order to effectuate the purposes of the Act;

It is ordered, That the above-entitled matters be, and the same hereby are, consolidated.

It is further ordered, That, pending final disposition of the above-entitled matters, temporary relief be, and the same hereby is, granted as follows: Commencing forthwith § 331.5 (*Alphabetical list of code members*) is amended by adding thereto Supplement R–I, § 331.10 (*Special prices: Railroad locomotive fuel*) is amended by adding thereto Supplement R–II, and § 331.24 (*General prices in cents per net ton for shipment into all market areas*) is amended by adding thereto Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless it shall otherwise be ordered.

Dated: June 16, 1942.

[SEAL] DAN H. WHEELER, *Acting Director.*

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 11

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 331, Minimum Price Schedule for District No. 11 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 331.5 *Alphabetical list of code members*—Supplement R–I

Mine index No.	Code member	Mine	Seam	Subdistrict	Freight origin group	Price group	Shipping point	Railroad
1326	Howell, L. Z. (Brazil Central Coal Co.).	Amazon	B	LS	80	16	Coal City	NYC.

NOTE: Mine Index No. 1326 shall be included in Price Group 16 and shall take the same f. o. b. mine prices as other mines in Price Group 16 in Price Schedule No. 1, District No. 11, For All Shipments Except Truck. It shall also take the same adjustments in f. o. b. mine prices on account of differences in freight rates as other mines in Freight Origin Group 80 of the Linton-Sullivan Subdistrict having the same freight rate.

§ 331.10 *Special prices: Railroad locomotive fuel*—Supplement R–II. Mine Index No. 1326 shall be accorded the same prices for railroad locomotive fuel as shown in § 331.10 in Minimum Price Schedule, District No. 11, For All Shipments Except Truck as are shown for Mine Index Nos. 26 and 67.

FOR TRUCK SHIPMENTS

§ 331.24 *General prices in cents per net ton for shipment into all market areas*—Supplement T.

Code member index	Mine index No.	Mine	Seam	Prices and size group Nos.													
				1	2	3	4	5	6	7	8	9	10, 11, 12	13	14	15	16
FOUNTAIN COUNTY																	
Veedersburg Coal Co. (J. Glenn Crane).	1327	No. 3	M	310	285	265	255	250	245	215	215	195	185	155	145	80	50
OWEN COUNTY																	
Howell, L. Z. (Brazil Central Coal Co.)	1326	Amazon	B	310	285	265	255	250	245	215	215	195	185	155	145	80	50
VERMILLION COUNTY																	
Robertson, Decatur	1323	Robertson Rib	6	240	235	230	220	215	210	170	175	170	165	135	125	70	40

[F. R. Doc. 42-6078; Filed, June 29, 1942; 11:09 a. m.]

PART 342—MINIMUM PRICE SCHEDULE, DISTRICT NO. 22

[Docket No. A-1485]

RELIEF GRANTED

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 22 for the establishment of price classifications and minimum prices for certain mines in District No. 22.

An original petition having been duly filed with this Division by the above-named party, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for run of mine coals produced in Subdistricts Nos. 1 and 2 in District No. 22 for shipment by rail into all market areas; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

The following action being deemed necessary in order to effectuate the purposes of the Act:

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith § 342.2 (*Size group table*) in the Schedule of Effective Minimum Prices for District No. 22 for All Shipments is supplemented to include the following additional size group number and description:

Size Group No. 15, Straight Mine Run Not Altered Or Modified.

and in § 342.5 (*General prices; Minimum prices; for shipment via rail transportation*) therein the price classification and minimum f. o. b. mine prices in cents per net ton set forth below for the straight mine run coals produced in Subdistricts Nos. 1 and 2 for shipment by rail into all market areas:

Size Group 15

Subdistrict No. 1—Round up 240
Subdistrict No. 2—Red Lodge 225

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless it shall overwise be ordered.

Dated: June 29, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-6118; Filed, June 30, 1942; 10:53 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VI—Selective Service System

[No. 89]

APPLICATION FOR INDUCTION INTO ARMED FORCES OF A COBELLIGERENT NATION

ORDER PRESCRIBING FORM

By virtue of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder and more particularly the provisions of § 605.51 of the Selective Service Regulations, I hereby prescribe the following change in DSS forms:

Addition of a new form designated as DSS Form 502, entitled "Application for Induction into the Armed Forces of a Cobelligerent Nation," effective immediately upon the filing hereof with the Division of the Federal Register.[1]

The foregoing addition shall effective immediately upon the filing hereof with the Division of the Federal Register, become a part of the Selective Service Regulations.

LEWIS B. HERSHEY,
Director.

MAY 2, 1942.

[F. R. Doc. 42-6102; Filed, June 29, 1942; 2:49 p. m.]

[1] Filed as part of original document.

[No. 90]

COBELLIGERENT NATION'S ACCEPTANCE AND REPORT OF INDUCTION

ORDER PRESCRIBING FORM

By virtue of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder and more particularly the provisions of § 605.51 of the Selective Service Regulations, I hereby prescribe the following change in DSS forms:

Addition of a new form designated as DSS Form 503, entitled "Cobelligerent Nation's Acceptance and Report of Induction," effective immediately upon the filing hereof with the Division of the Federal Register.[1]

The foregoing addition shall, effective immediately upon the filing hereof with the Division of the Federal Register, become a part of the Selective Service Regulations.

LEWIS B. HERSHEY,
Director.

MAY 2, 1942.

[F. R. Doc. 42-6103; Filed, June 29, 1942; 2:49 p. m.]

[No. 91]

ACCUMULATIVE PROGRESS REPORT OF CLASSIFICATION AND INDUCTION THROUGH JUNE 30, 1942

ORDER PRESCRIBING FORM

By virtue of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder and more particularly the provisions of §605.51 of the Selective Service Regulations, I hereby prescribe the following change in DSS forms:

Revision of DSS Form 140, effective June 15, 1942.[1] Upon the receipt of DSS Form 140 (Revised 6-15-42) all copies of previous DSS Form 140 will be destroyed.

The foregoing revision shall become, effective June 15, 1942, a part of the Selective Service Regulations.

LEWIS B. HERSHEY,
Director.

JUNE 23, 1942.

[F. R. Doc. 42-6104; Filed, June 29, 1942; 2:49 p. m.]

Chapter IX—War Production Board

Subchapter B—Division of Industry Operations

PART 1010—SUSPENSION ORDERS

[Suspension Order S-60]

MANNING, BOWMAN & COMPANY

Manning, Bowman & Company, Meriden, Connecticut, manufactures electrical appliances such as waffle irons, buffet warmers, flat irons, percolators,

and electroplate ware. In connection with such manufacture, the Company maintains a foundry for melting and casting aluminum. Although the Company knew that Supplementary Order M–1–d prohibited the melting of aluminum scrap in the absence of specific authorization by the Director of Industry Operations on January 23, 1942, it wilfully accepted delivery of approximately 17,000 pounds of aluminum scrap and melted this aluminum into ingot form despite the fact that no authorization therefor had been obtained from the Director of Industry Operations. Further, the Company thereafter wilfully violated Supplementary Order M–1–e in using this aluminum in the manufacture of grids for waffle irons.

These violations of Supplementary Orders M–1–d and M–1–e, dealing with the use and distribution of aluminum, have impeded and hampered the war effort of the United States by diverting aluminum to uses unauthorized by the War Production Board. In view of the foregoing,

It is hereby ordered:

§ 1010.60 *Suspension order S–60.*

(a) Manning, Bowman & Company, its successors and assigns, shall not process, assemble, or produce electrical appliances or material to be incorporated in electrical appliances for a period of six months from the effective date of this order, except as specifically authorized by the Director of Industry Operations.

(b) Manning, Bowman & Company, its successors and assigns, shall not sell, transfer, or deliver electrical appliances containing aluminum, except as specifically authorized by the Director of Industry Operations: *Provided, however,* That the Company may deliver or transfer such electrical appliances for the purpose of storing the same for its own account.

(c) Nothing contained in this order shall be deemed to relieve Manning, Bowman & Company, its successors and assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the Director of Industry Operations except in so far as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect immediately and shall remain in effect until revoked. (P. D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 29th day of June 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42–6108; Filed, June 29, 1942; 3:31 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S–63]

ILLINOIS PURE ALUMINUM COMPANY

Illinois Pure Aluminum Company, Lemont, Illinois, is a manufacturer of aluminum kitchen utensils. Supplementary Order M–1–e, effective January 23, 1942, prohibits the use of aluminum in the manufacture of certain articles among which are kitchen utensils. Despite the fact that the Company knew that restrictions had been placed upon the use of aluminum in manufacture, it continued to operate in wilful disregard of Supplementary Order M–1–e. During the period of January 23 through April 14, 1942, the Company used approximately 26,486 pounds of aluminum in the manufacture of kitchen utensils contrary to the provisions of this order.

This violation of Supplementary Order M–1–e dealing with the use of aluminum in manufacture has impeded and hampered the war effort of the United States by diverting aluminum to uses unauthorized by the War Production Board. In view of the foregoing,

It is hereby ordered:

§ 1010.63 *Suspension Order S–63.* (a) Illinois Pure Aluminum Company, its successors and assigns, shall accept no deliveries from any source of primary aluminum, secondary aluminum, aluminum scrap, or alloys of which aluminum constitutes the major part for a period of three months from the effective date of this order, except as specifically authorized by the Director of Industry Operations.

(b) Illinois Pure Aluminum Company, its successors and assigns, shall not process, fabricate, assemble or in any way use any primary aluminum, secondary aluminum, aluminum scrap, or alloys of which aluminum constitutes the major part for a period of three months from the effective date of this order, except as specifically authorized by the Director of Industry Operations.

(c) Illinois Pure Aluminum Company, its successors and assigns, shall not transfer or deliver any articles, heretofore produced by it which contain aluminum, in fulfillment of purchase orders rated lower than A–1–j, except as specifically authorized by the Director of Industry Operations: *Provided, however,* That it may deliver or transfer any such articles for the purpose of storing the same for its own account.

(d) Nothing contained in this order shall be deemed to relieve Illinois Pure Aluminum Company, its successors and assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the Director of Industry Operations, except insofar as the same may be inconsistent herewith.

(e) This order shall take effect on July 2, 1942, and shall remain in effect until revoked. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 29th day of June 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42–6109; Filed, June 29, 1942; 3:31 p. m.]

PART 923—TUNGSTEN

[General Preference Order M–29, as Amended June 30, 1942]

Section 923.3 *General Preference Order M–29* is hereby amended to read as follows:

§ 923.3 *General Preference Order M–29*—(a) *Definitions.* For the purposes of this order:

(1) "Tungsten" means and includes:

(i) Ores and concentrates, including beneficiated or treated forms, containing commercially recognized tungsten;

(ii) The element tungsten in pure form, in any shape into which the same may be fabricated;

(iii) Ferro-tungsten, tungsten metal powder and any other ferrous combination of the element tungsten in semi-manufactured or manufactured form, excluding alloy steel, high speed steel and tool steel.

(iv) All non-ferrous mixtures or alloys containing tungsten, prepared for any purpose requiring further processing, whether the same are manufactured by means of melting, pressing, sintering, brazing, soldering or welding, including but not limited to mixtures or alloys to be used in the production of tools and tool blanks or as hard facing materials, but not including any finished tool;

(v) All chemical compounds having tungsten as a recognizable and essential component;

(vi) All scrap or secondary material containing commercially recoverable tungsten as defined in (ii), (iii), (iv) and (v) above, excluding tungsten bearing iron and steel scrap.

(2) "Producer" means any person who mines or otherwise produces natural materials containing recoverable quantities of tungsten.

(3) "Processor" means any person who prepares ores, concentrates or any chemical or metallurgical forms of tungsten for any industrial use.

(4) "Dealer" means any person who procures tungsten either by importing or from domestic sources for sale or resale without change in form, whether or not such person receives title to or physical delivery of the material, and includes warehousemen, brokers and jobbers.

(b) *Applicability of Priorities Regulation No. 1.* This order and all transactions affected thereby are subject to the provisions of Priorities Regulation No. 1, (Part 944), as amended from time to time, except to the extent that any provision hereof may be inconsistent therewith, in which case the provisions of this order shall govern.

(c) *Restrictions on deliveries*—(1) *Allocations.* Except as permitted by paragraph (c) (2) of this order, no person shall make or accept delivery of tungsten without the specific authorization of the Director of Industry Operations.

The Director will from time to time allocate the supply of tungsten and specifically direct the manner and quantities in which deliveries to particular persons or for particular uses shall be made or withheld. The Director may also require

any person seeking to place a purchase order for tungsten to place the same with one or more particular suppliers. Such allocations and directions will be made primarily to insure satisfaction of all defense requirements of the United States, both direct and indirect, and they may be made without regard to any preference ratings assigned to particular contracts or purchase orders.

(2) *Permissible deliveries.* Until further order or in the absence of a contrary direction by the Director of Industry Operations, the following transactions are permitted without specific authorization by the Director of Industry Operations:

(i) Tungsten in any form (as defined in this order), may be delivered;

(*a*) To the Metals Reserve Company or to any other Corporation organized under section 5 (d) of the Reconstruction Finance Corporation Act as amended (15 U. S. C., section 606 (b)), or to any duly authorized agent of any such Corporation, or

(*b*) To any person in quantities of 25 pounds or less of contained tungsten, provided that the total quantity in terms of tungsten content which any person may receive pursuant to the provisions of this subparagraph during any one calendar month, beginning with the month of July, 1942, from all sources of supply shall be limited to 25 pounds.

(ii) Tungsten ores or concentrates containing less than 20% of tungsten trioxide by weight may be delivered;

(*a*) To any processor for the purpose of being concentrated or further concentrated by the processor receiving such delivery, or

(*b*) To any dealer, provided that no dealer shall store or otherwise hold for more than 60 days any material acquired by him under the provisions of this subparagraph.

(d) *Reports and applications.* (1) Each processor and dealer shall file with the War Production Board on or before the 20th day of each calendar month reports on form PD–9–d, or such other form as said Board may from time to time prescribe.

(2) Any person who desires an allocation of tungsten shall apply therefor to the War Production Board not later than the 20th day of the month preceding the month in which delivery of the material is desired, on Form PD–9–c, or such other form as the War Production Board may from time to time prescribe, and shall file a copy of such application with each supplier with whom he places a purchase order for tungsten. All such applications to the War Production Board must be accompanied by reports on behalf of the applicant on form PD–9–d, or on such other form as may be prescribed for this purpose from time to time by the War Production Board. Failure by any person to file an application in the manner and on the date required by this paragraph may be construed as notice to the Director of Industry Operations and to all suppliers of tungsten that such person does not desire an allocation of tungsten during the next succeeding month.

(e) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(f) *Effect upon other orders.* Nothing contained in this order shall be construed as altering or modifying any of the terms or provisions of General Imports Order M–63, as the same may be from time to time amended.

(g) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to the Tungsten Branch, War Production Board, Washington, D. C., Reference: M–29. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 30th day of June 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42–6122; Filed, June 30, 1942; 10:57 a. m.]

PART 1042—IMPORTS OF STRATEGIC MATERIALS

[Amendment 1 to General Imports Order M–63 as Amended June 2, 1942]

Section 1042.1 (*General Imports Order M–63* as amended June 2, 1942) is hereby further amended in the following respects:

1. By changing paragraph (a) (4) to read as follows:

(4) "Import" means to transport in any manner into the continental United States from any foreign country or from any territory or possession of the United States (including the Philippine Islands). It includes shipments into a free port, free zone, or bonded custody of the United States Bureau of Customs (bonded warehouse) in the continental United States and shipments in bond into the continental United States for transshipment to Canada, Mexico, or any other foreign country.

2. By adding the following as a new subparagraph (6) under paragraph (a):

(6) Material shall be deemed "in transit" if either it is afloat or an on board ocean bill of lading has actually been issued with respect to it.

3. By adding the following as a new subparagraph (5) under paragraph (b);

(5) Unless otherwise directed by the Director of Industry Operations, the restrictions set forth in this paragraph (b) shall not apply to any material of which any United States governmental department, agency, or corporation is the owner at the time of importation or to any material which the owner at the time of importation had purchased or otherwise acquired from any United States governmental department, agency, or corporation.

4. By changing paragraph (f) (3) to read as follows:

(3) No material which is imported after it has become subject to this order, including materials imported by or for the account of the Board of Economic Warfare, Commodity Credit Corporation, Metals Reserve Company, Defense Supplies Corporation, or any other United States governmental department, agency, or corporation, shall be entered through the United States Bureau of Customs for any purpose, whether for consumption, for warehouse, in transit, in bond, for re-export, for appraisal, or otherwise, unless the person making the entry shall file with the entry Form PD–222–B in duplicate. No material on List I or List II which was imported prior to July 2, 1942, and which on July 2, 1942, was in a free port, free zone, or bonded custody of the United States Bureau of Customs (bonded warehouse) in the continental United States shall be withdrawn for consumption unless the person making the withdrawal shall file with the withdrawal Form PD–222–B in duplicate. Both copies of such form shall be transmitted by the Collector of Customs to the War Production Board, Stockpile and Shipping Branch, Ref: M–63, Washington, D. C.

(e) By striking List I, List II, and List III from the order and substituting therefor List I, List II, and List III hereto attached.

(f) This amendment shall take effect July 2, 1942.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 30th day of June 1942.

J. S. KNOWLSON,
Director of Industry Operations.

LIST I

[Attached to General Imports Order M–63 as Amended June 2, 1942, and June 30, 1942]

The numbers listed after the following materials are commodity numbers taken from Schedule A, Statistical Classification of Imports of the Department of Commerce (issue of January 1, 1941, as supplemented January 1, 1942). Materials are included in the list to the extent

that they are covered by the commodity numbers listed below.

Material	Commerce import class No.
Asphalt	5394.0
	5078.1
	5079.1
Balsa wood; logs and boards	4029.1
	4118.0
Beef and mutton tallow—includes oleo stock	0036.6
Beef and mutton tallow (inedible)—includes oleo stock	0815.6
Beryl (beryllium) ore	6270.0
Beryllium, metallic, caesium, lithium, and potassium	838.870
Beryllium oxide, carbonate and other beryllium salts	838.963
Castor beans	2231.0
Castor oil	226.02
Cattle, ox, and calf tail hair, including switches	3696.1
Cinchona bark or other bark from which quinine may be extracted	2201.0
Cod oil	0804.0
Columbium ore (columbite or concentrates	6270.3
Corne or maize oil (edible)	1422.0
Cottonseed oil, crude, refined, and fatty acids	1423.1
	1423.2
	226.22
Divi-divi pods	232.14
Divi-divi, hemlock, and chestnut extracts	2345.0
Flax, unmanufactured (all types)	3261.0
	3262.5
	3262.6
	3262.7
	3262.8
	3262.9
Flaxseed (linseed)	2233.0
Glycerine—crude and refined	8290.0
	8291.1
Goose down	[1] N.S.C.
Graphite or plumbago:	
Amorphous, natural (except of Mexican origin)	5730.1
Crystalline, flake	5730.5
Crystalline, lump, chip, or dust	5730.6
Hempseed	2238.0
Horse mane and tail hair, including switches	3694.0
	3694.1
Lead	6505.0
	6506.1
	6507.0
	6509.0
Linseed oil, and combinations and mixtures, in chief value of such oil	2254.0
Mangrove extract	2342.0
Metallic mineral substances in crude form, not otherwise classified (such as drosses, skimmings, residues, brass foundry ash, and flue dust)	674.19
Muru muru nuts and kernels	2239.63
	2239.64
Myrobalan fruit and extract	2304.0
	2345.8
Neatsfoot oil and animal oils known as neatsfoot stock	0808.95
Oiticica oil	2255.6
Ouricury (uricury) nuts and kernels	2239.61
	2239.62
Ouricury (uricury) oil	[1] N.S.C.
Peanut (ground nut) oil	1427.0
Quebracho extract	2344.0
Rotenone bearing roots (cube root (timbo or barbasco), derris and tuba), crude and advanced	221.28
	221.30
	222.36
	222.37
Rubber seed	2239.5
Rubber seed oil	[1] N.S.C.
Rutile	6270.2
Sesame seed	2234.0
Sperm oil, crude, refined or otherwise processed	0803.0
	0803.1
Sunflower seed	2240.0
Sunflower oil (edible)	1421.0
Sunflower oil (denatured)	2247.0
Tantalum ore (tantalite)	6270.4
Tara	232.23
Tucum nuts and kernels	2239.65
	2239.66
Valonia beards and valonia extract	2307.0
	2345.1
Wattle extract	2345.5
Whale oil (other than sperm)	0803.5
Wool (apparel, finer than 44's)	3520.0
	3521.0
	3521.1
	3521.2
	3521.3
	3522.0
	3523.0
	3523.1
	3523.2
	3523.3
	3526.0
	3527.0
	3527.1
	3527.2
	3527.3
	3528.0
	3529.0
	3529.1
	3529.2
	3529.3
Wool grease, including degras or brown wool grease (all grades)	0813.2
	0813.3
	0813.5
Zirconium ore	6270.5

[1] N. S. C.=No Separate Class. Commodity number has not yet been assigned by the Department of Commerce, Statistical Classification of Imports.

LIST II

[Attached to General Imports Order M–63 as Amended June 2, 1942, and June 30, 1942]

The numbers listed after the following materials are commodity numbers taken from Schedule A, Statistical Classification of Imports of the Department of Commerce (issue of January 1, 1941, as supplemented January 1, 1942). Materials are included in the list to the extent that they are covered by the commodity numbers listed below.

Material	Commerce import class No.
Aluminum scrap	6302.3
Antimony	6650.0
	6651.0
	6651.1
	838.180
	838.210
Asbestos, unmanufactured (originating in Rhodesia or Union of South Africa)	5500.0
	5500.01
	5501.0
	5501.1
	5501.9
	5502.1
Babassu nuts and kernels	2239.13
	2239.15
Babassu nut oil	2257.1
Cashew nuts and kernels	1377.0
Cashew nut oil and shell oil	2257.2
Chrome ore (chromite)	6213.0
Coconut oil	2242.5
Cohune nuts and kernels	[1] N.S.C.
Copper	6401.8
	6417.1
	643.00
	6418.3
Copper and brass scrap	6401.9
	6418.1
	6453.0
	676.02
Copra	2232.0
Corundum and emery in grains, or ground, pulverized, or refined	547.01
Corundum ore	5460.0
Cotton linters, munitions, or chemical grades only (Grades 3–6 according to Department of Agriculture Classification)	[1] N.S.C.
Hides and skins:	
Cattle hides, dry and wet	0201.0
	0202.0
Buffalo hides, dry and wet	0203.0
	0203.1
Kip, dry and wet	0205.0
	0206.0
Calf, dry and wet	0207.0
	0208.0
Cabretta skins or hair sheep	0235.0
Goat and kidskins, dry and wet	0241.0
	0242.0
Shearlings (includes dry and green salted skins)	0231.3
Iron and steel scrap, fit only for remanufacture	6004.0
	6004.1
Istle or tampico fiber, unmanufactured	3405.0
Istle or tampico fiber, dressed, bleached, dyed, or cut to length	[1] N.S.C.
Kapok	3403.0
Kyanite and sillimanite	593.95
Lac; crude, seed, button and stick	2105.0
Lead	6504.0
	6506.5
	6506.9
Lead, reclaimed, scrap, dross, etc	6505.1
Magnesium, metallic and scrap	676.31
Mahogany logs	4031.0
Mercury-bearing ores and concentrates	[1] N.S.C.
Mercury or quicksilver (metallic)	6662.0
Mica	5560.7
	5560.8
	5560.9
	5561.0
	5561.8
	5561.9
	5564.0
	5564.2
Palm nut kernels	2236.5
Palm kernel oil	2248.0
Palm oil	2243.0
Pig and hog bristles	0917.0
	0979.1
Rapeseed	2237.0
Rapeseed oil, denatured and not denatured	2246.0
	2253.0
Shellac (unbleached and bleached)	2107.2
	2108.0
Tin bars, blocks, pigs, grain, granulated or scrap, and alloys, chief value tin	6551.0
Tin-plate scrap	674.05
Tung oil	2241.0
Tungsten ore and concentrates	6232.0
Vanadium ore	6260.0
Zinc, blocks, pigs, or slabs	6558.2

[1] N. S. C.=No Separate Class. Commodity number has not yet been assigned by the Department of Commerce, Statistical Classification of Imports.

LIST III

[Attached to General Imports Order M-63 as Amended June 2, 1942, and June 30, 1942]

The numbers listed after the following materials are commodity numbers taken from Schedule A, Statistical Classification of Imports of the Department of Commerce (issue of January 1, 1941, as supplemented January 1, 1942). Materials are included in the list to the extent that they are covered by the commodity numbers listed below.

Material	*Commerce import class number*
Alfalfa seed	2401.0
Argols, tartar and wine lees, and crude calcium tartrate	8329.0
	8330.0
	837.11
Balsams, crude, not containing alcohol	2141.0
	2141.3
	2141.4
	2141.5
	2141.9
Baskets and bags, wood, straw, etc.	4221.0
	4221.2
	4221.5
	4221.6
	4221.9
Beeswax	0972.0
	0972.1
	0974.0
Blood, dried	8505.0
Bone black, bone char, and blood char	099.13
Bones, crude	0911.2
Bones, ground, ash, dust, meal, and flour	0911.3
Boxwood (logs)	4033.0
Brazil or cream nuts	1356.0
	1357.0
Butter	0044.0
Cacao butter	1420.0
Canary seed	2452.0
Candelilla wax	2252.2
Carnauba wax	2251.0
Caroa fiber	4692.8
Casein or lactarene	0943.0
Cheese	0045.1–0046.99 inc.
Chicle, crude and refined or advanced	2131.0
	2189.3
Cocoa beans or cacao beans	1501.3
Coffee, raw or green; roasted or processed	1511.0
	1511.1
Cotton linters, grades 1 and 2 (other than munitions and chemical grades)	[1] N. S. C.
Cotton, raw (all staple length)	3001.0
	3003.6
	3003.7
	3003.8
Cotton waste	3006.1
	3006.2
	3006.31
	3006.33
	3006.35
	3006.6
	323.38
	323.39
	985.902
	985.903
	985.905
Dog food	1190.7
	1190.8
Eggs (chicken)	0088.1
Fish and shellfish and their products:	
Alewives and other pickled or salted fish, n. s. p. f.	0073.3–0073.9 inc.
Anchovies, canned, in oil or not in oil	0067.0
Crabs, fresh or frozen; prepared or preserved	0086.4
	0086.5
Fish and shellfish and their products—Continued.	
Herring, pickled or salted (all types)	0070.0–0070.9 inc.
Lobsters, canned and not canned	0083.0
	0084.0
Tuna fish, fresh or frozen	0058.0
Turtles	0086.2
Fish scrap and fish meal	0976.0, 8509.7
Fluorspar	5301.0
	5301.1
Fruits:	
Bananas	1301.0
Grapefruit	1302.0
Grapes, fresh (other than hothouse)	1318.5
Limes	1304.0
Melons	133.42
	133.43
Peaches, green, ripe, or in brine	133.61
Pears, green, ripe, or in brine	133.66
Glue, except glue size and fish glue (value—under 40¢ lb.)	0940.1
Goat and kid hair except Angora (mohair) and Cashmere	3696.2
Grain and grain preparations:	
Barley malt	1080.0
Bran; shorts; and other wheat by-product feeds	1181.0
Corn	1031.0
Cracked corn	109.18
Oats, unground and ground	1041.0
	1041.1
Rice, broken	1059.2
Rye	1044.0
Guano	8504.0
Hibiscus canabinus or ferox	[1] N. S. C.
Hide cuttings, raw	0930.8
Hides and skins:	
Horse, colt, and ass	0211.1
	0211.3
	0212.1
	0212.2
	0212.3
	0212.5
Sheep and lamb skins, except shearlings, cabrettas, etc.:	
Pickled skins, not split, no wool	0234.0
Pickled fleshers, split, flesh side	0234.1
Pickled skivers, split, grain side	0234.2
Slats, dry, no wool	0231.7
Other wooled, (wool on) except shearlings	0231.5
Honey	1654.8
Ilmenite (including ilmenite sand)	6270.1
Iodine	8300.0
	838.630
Iron ore	6001.0
Kola nuts	221.49
Leather	0300.1–0345.9 inc.
Lignaloe oil or Bois de Rose	228.27
Mandoica flour	[1] N. S. C.
Mate	221.57
Meat products:	
Beef and veal, pickled or cured	0029.0
Beef, canned, including corned beef	0028.0
Meat extracts, including fluid	0096.0
Offal, edible	0023.6
Pork, hams, shoulders, bacon, sausage; prepared, cooked, boned, canned, etc	0030.9
	0031.9
Sausage casings, sheep and lamb and goat only	0034.0
Sausage casings, other	0035.5
Milk, condensed and evaporated	0040.0
	0040.1
	0040.7
Molasses, edible and inedible	163.48–1640.0 inc.
Monazite sand and other thorium ore	593.30
Nitrates, Sodium and Potassium	8506.0
	8527.5
	8527.9
Oil cake and oil cake meal, made of cottonseed, peanut, hempseed, and others (except coconut or copra, soybean, and linseed)	1114.0
	1119.6–1119.9 inc.
Oleo stearin	0036.3
Ouricury (uricury) wax	[1] N. S. C.
Paper base stock:	
Rags for paper stock	4691.0
Waste bagging, gunny cloth and bags	4692.0
Grasses, fibers, waste, shavings, clippings, etc	4692.9
Piassava fiber	[1] N. S. C.
Pigeons (all types)	[1] N. S. C.
Soap (except Castile) and soap powder	8712.3–8719.9 inc.
Soap bark seed or quillaya	221.82
Sugar, cane	161.75–161.00 inc.
Tallow, vegetable	2250.0
Tankage	0975.0
	8509.6
Tanning materials and coloring agents:	
Annatto and annatto extracts	232.00
Mangrove bark	232.18
Quebracho wood	2305.0
Tanning extracts (other than those listed on List I)	2345.9
Wattle bark	2309.0
Tapioca, tapioca flour, and cassava	1228.0
Tobacco, unmanufactured	2601.0–2610.0 inc.
Tonka beans	1546.0
Vanilla beans	1545.0
Vegetable ivory or tagua nuts	2911.0
Vegetables:	
Beans, dried	1192.0
Chickpeas and garbanzos, dried	1200.0
Garlic	1205.0
Lentils	1199.0
Lupines	1199.1
Onions, edible	1208.1
Peas, dried and split	1197.0
	1198.0
Peppers	121.05
Wool and related fibers:	
Alpaca, llama, and vicuna hair	3535.0–3535.4 inc.
Apparel wool, 44's or coarser	3506.0–3509.3 inc.
	3513.0–3514.3 inc.
	3524.0–3525.3 inc.
Carpet wool	3501.0–3502.3 inc.
Mohair	3530.0–3530.4 inc.
Wool noils and wastes	3550.0–3553.7 inc.

[1] N. S. C.=No Separate Class. Commodity number has not yet been assigned by the Department of Commerce, Statistical Classification of Imports.

[F. R. Doc. 42-6126; Filed, June 30, 1942; 10:57 a. m.]

PART 1042—IMPORTS OF STRATEGIC MATERIALS

[Interpretation 1 of General Imports Order M-63 as Amended June 2, 1942, and June 30, 1942]

The following official interpretation is hereby issued by the Director of Industry Operations with respect to § 1042.1 *General Imports Order M-63*, as amended June 2, 1942, and June 30, 1942.[1]

No authorization under paragraph (b) of the order is necessary for the release or withdrawal of materials on List II or List III from a free port, a free zone, or the bonded custody of the United States Bureau of Customs (bonded warehouse) in the continental United States

[1] 6 F.R. 6796; 7 F.R. 206, 223, 2094, 2708, 3327, 3850, 4168, 4199, 4404.

regardless of the date when such materials first entered such place. The actual importation, which is the subject of restriction under paragraph (b), is deemed to have occurred before the question of release or withdrawal arises. Also, no authorization under paragraph (d) of the order is necessary for the subsequent disposition, processing, or shipment of such released or withdrawn List II and List III materials.

As to List I materials which are similarly situated, no authorization under paragraph (b) of the order is necessary for their release or withdrawal from free port, free zone, or bonded custody, but authorization under paragraph (d) of the order is necessary for their subsequent disposition, processing, or shipment unless they are shipped in bond to Canada, Mexico, or some other foreign country, in which event the foreign destination is deemed to be the place of initial storage as such term is used in the order. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 30th day of June, 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-6124; Filed, June 30, 1942; 10:57 a. m.]

PART 1042—IMPORTS OF STRATEGIC MATERIALS

[Supplemental General Imports Order M-63-b]

Pursuant to General Imports Order M-63 as Amended June 2, 1942, which this order supplements, it is hereby ordered that:

§ 1042.3 *Supplemental General Imports Order M-63-b.* The following materials now listed under General Imports Order M-63 as Amended June 2, 1942, and June 30, 1942, are hereby exempted from the provisions of said order, to-wit:

List and Material	*Commodity No.*
List I—Wool (apparel, finer than 44's)	3520.0
	3521.0
	3521.1
	3521.2
	3521.3
	3522.0
	3523.0
	3523.1
	3523.2
	3523.3
	3526.0
	3527.0
	3527.1
	3527.2
	3527.3
	3528.0
	3529.0
	3529.1
	3529.2
	3529.3
List II—Shearlings, sheepskin	0231.3

This order shall take effect at 12:01 a. m. on July 2, 1942, and, unless sooner revoked, shall expire at 12:00 midnight August 16, 1942. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 30th day of June 1942.

J. S. KNOWLSON,
Director of Industry Oprations.

[F. R. Doc. 42-6123; Filed, June 30, 1942; 10:57 a. m.]

PART 1112—OFFICE MACHINERY

[Interpretation 3 of Conversion Order L-54-a]

The following official interpretation is hereby issued by the Director of Industry Operations with respect to § 1112.2, Conversion Order L-54-a,[1] issued March 17, 1942:

As used in § 1112.2, the term "billing and continuous forms handling typewriters" means only the following:

(1) Continuous forms handling machines, typewriter principle, having carbon paper handling devices constructed as an integral part of the machine.

(2) Billing machines, accounting principle, and collateral equipment.

Accordingly, any other typewriters having devices for billing or continuous forms handling are nevertheless included within the term "typewriter" as defined in paragraph (a) (4). (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 30th day of June, 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-6127; Filed, June 30, 1942; 10:56 a. m.]

PART 1158—INDUSTRIAL MACHINERY

[Amendment 2 to General Limitation Order L-83, as Amended]

List A to General Limitation Order L-83, as amended[2] (§ 1158.1) is amended by adding thereto Item 18 as follows:

§ 1158.1 *General Limitation Order L-83.*

* * * * *

LIST A

* * * * *

18. New woodworking, sawmill and logging machinery and equipment, on all orders for a single machine or unit of equipment of a value in excess of $250. The term "new woodworking, sawmill and logging machinery and equipment" means: new borers, dowel machines, edgers, gluing equipment, grinders, jointers, kilns, lathes, matchers, mills, mortisers, moulders, routers, sanders, saws, shapers, surfacers, tenoners, trimmers, veneer and plywood machines; and all other new machinery and equipment normally used in cutting, shaping, gluing, finishing, or otherwise processing wood and wood products, except machinery used for painting, varnishing, lacquering and similar purposes.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 30th day of June 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-6125; Filed, June 30, 1942; 10:56 a. m.]

PART 1271—WELDING RODS AND ELECTRODES

[Amendment 1 to General Limitation Order L-146]

Section 1271.1 (*General Limitation Order L-146*[1] is hereby amended in the following particulars:

* * * * *

Paragraph (a) (2) is hereby amended by inserting the word "finished" before the word "bare."

Paragraph (a) (3) is hereby amended by inserting the word "finished" before the word "bare."

Paragraph (a) (4) is hereby amended by inserting the word "finished" before the word "ferrous."

Paragraph (c) is hereby amended to read as follows:

(c) *Deliveries for maintenance and repair purposes.* During any calendar month, any manufacturer may deliver rods or electrodes, for maintenance or repair purposes only, in a total quantity not in excess of 6%, by weight, of aggregate deliveries of rods or electrodes in the preceding calendar month: *Provided, however,* That deliveries of rods and electrodes of the kinds listed on Form PD-528 under Class C shall not exceed 6% of the total quantity of such Class C rods and electrodes delivered during the preceding calendar month. Persons placing purchase orders for rods or electrodes to be used for maintenance and repair purposes shall identify such orders by marking on the purchase order "For Maintenance and Repair—__ Pounds." No person shall use or resell rods or electrodes so ordered for any purpose other than maintenance and repair and no person shall use or resell for maintenance or repair purposes, rods or electrodes ordered for purposes other than maintenance or repair.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O.

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[1] 7 F.R. 2130, 2389, 2596, 2786, 4170.

[2] 7 F.R. 2732, 2941, 3715, 4037.

[1] 7 F.R. 4328.

9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 30th day of June 142.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-6128; Filed, June 30, 1942; 10:56 a. m.]

PART 987—COBALT

[Amendment 1 General Preference Order M-39, as Amended February 7, 1942]

Paragraph (g) of § 987.1[1] is hereby amended to read as follows:

(g) *Effective dates.* This order shall take effect immediately upon its issuance and shall continue in effect until revoked by the Director of Industry Operations.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 30th day of June 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-6133; Filed, June 30, 1942; 11:29 a. m.]

Chapter XI—Office of Price Administration

PART 1389—APPAREL

[Maximum Price Regulation 172]

CHARGES OF CONTRACTORS IN APPAREL INDUSTRY

In the judgment of the Price Administrator, it is necessary and proper to establish maximum prices for charges of contractors in the apparel industry at levels which differ from the prices charged by contractors for their services in March 1942. Such action is required in order to adjust the maximum prices established by the General Maximum Price Regulation[2] to allow for certain increases in labor which were not reflected in the prices of these commodities being delivered in that month. The maximum prices established by this Maximum Price Regulation No. 172 are, in the judgment of the Price Administrator, generally fair and equitable.

A statement of the considerations involved in the issuance of this Maximum Price Regulation No. 172 is issued simultaneously herewith, and it has been filed with the Division of the Federal Register.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act o. 1942 and in accordance with Procedural Regulation No. 1[3] issued by the Office of Price Administration, Maximum Price Regulation No. 172 is hereby issued.

[1] 7 F.R. 900.
[2] 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659.
[3] 7 F.R. 971, 3663.

Sec.
1389.51 Prohibition against dealing in services in apparel industry above maximum prices.
1389.52 Applicability of this Maximum Price Regulation No. 172 to the General Maximum Price Regulation and Maximum Price Regulation No. 157.
1389.53 Maximum contractors' charges.
1389.54 Less than maximum prices.
1389.55 Records and reports.
1389.56 Evasion.
1389.57 Enforcement.
1389.58 Petitions for amendment.
1389.59 Definitions.
1389.60 Effective date.

AUTHORITY: §§ 1389.51 to 1389.60, inclusive, issued under the authority contained in Public Law 421, 77th Cong.

§ 1389.51 *Prohibition against dealing in services in apparel industry above maximum prices.* On or after June 30 1942, regardless of any contract, agreement, lease or other obligation:

(a) No person shall sell any materials or supply any services in any transaction subject to this Maximum Price Regulation No. 172 at a price higher than the maximum prices established herein.

(b) No person, in the course of trade or business, shall buy any material or receive any service in any such transaction at a price higher than the maximum prices established herein.

(c) No person shall agree, offer, solicit, or attempt to do any of the foregoing.

§ 1389.52 *Applicability of this Maximum Price Regulation No. 172 to the General Maximum Price Regulation and Maximum Price Regulation No. 157.*[4] (a) This Maximum Price Regulation No. 172 shall apply and the General Maximum Price Regulation, except as provided in paragraph (b), shall not apply to prices that contractors in the apparel industry as herein defined may charge for their services.

(b) The provisions of § 1449.5 (Transfer of Business or Stock of Trade), § 1449.11 (Base Period Records) shall apply to all charges for which maximum prices are established by this Maximum Price Regulation No. 172 and to all persons making such charges.

(c) This Maximum Price Regulation No. 172 shall not apply to contractors' charges which are subject to the provisions of Maximum Price Regulation No. 157—Sales and Fabrication of Textiles, Apparel and Related Articles for Military Purposes.

(d) The term, "contractor," includes any person who performs one or more processes of manufacturing in the production of an article of apparel, on materials supplied by a principal, and who receives payment for the process or processes so performed and for the furnishing of materials, if any, that are incidental to such operations: *Provided,* That a contractor who furnishes materials, the value of which constitutes 20 percent or more of the price charged for his services or who furnishes more materials than is customary in services of the type rendered, is excluded hereunder. It shall also include any person engaged in examining, shrinking and sponging of woolen or worsted fabrics.

(e) A material shall be deemed "supplied" by a principal to a contractor if:

(1) It is consigned, or,

(2) It is sold pursuant to an agreement providing that the articles of apparel to be processed from the material shall be sold only to the principal, at a price based upon the cost of the material to the contractor plus a charge for his services and for any materials incidentally supplied by the contractor.

(f) A principal includes any person who engages the services of a contractor, as defined in paragraph (d) of this section, in the procurement, manufacture, or production of an article of apparel for the purposes of resale by the principal. A principal may or may not perform processes of manufacture on the article of apparel in addition to those performed by the contractor, and may himself be a contractor, as defined in paragraph (d) of this section.

(g) An article of apparel shall include all apparel, apparel furnishings and accessories made by cutting and sewing methods or knitting processes, except men's fur-felt, wool-felt, and silk hats and bodies, and men's, women's and children's footwear.

§ 1389.53 *Maximum contractors' charges.* The seller's maximum price for any service governed by this Maximum Price Regulation No. 172 shall be as follows:

(a) *Where the material is consigned to the contractor.* The direct labor cost of the service plus the same percentage margin over direct labor cost obtained by the contractor for the same or similar services in March 1942.

Direct labor cost shall be computed on the basis of wage rates paid by the contractor on March 31, 1942, or the nearest prior date upon which such wage rates were paid, plus any increase subsequent thereto pursuant to a collective bargaining contract or other wage agreement which contract was entered into on or before April 27, 1942, and which provides for an unconditional increase in wage rates of a fixed amount or percentage.

(b) *Where the material is sold to the contractor.* The total of the following:

(1) The direct labor cost of the service, which shall be computed according to paragraph (a) hereof;

(2) The same percentage margin over direct labor cost obtained by the contractor for the same or similar services in March 1942;

(3) The actual cost to the contractor of the material sold to the contractor by the principal.

(c) *Where the contractor cannot determine his price under (a) or (b).* If the contractor cannot determine the maximum price for a service pursuant to paragraph (a) or (b) hereof, the maximum price for such service shall be the total of the following:

(1) Direct labor cost of the service, which shall be computed as in paragraph (a);

[4] 7 F.R. 4273, 4541, 4618.

(2) The same percentage margin over direct labor cost obtained by the contractor in March 1942:

(i) For the services rendered in connection with the manufacturing of the most closely related article of the same type; or

(ii) If the contractor did not furnish services in connection with the manufacture of articles of the same type, then the same percentage margin over direct labor cost obtained by his most closely competitive seller of the same class in March, 1942 for services performed on the manufacture of articles of the same type.

§ 1389.54 *Less than maximum prices.* Lower prices than those established by this Maximum Price Regulation No. 172 may be charged, demanded, paid or offered.

§ 1389.55 *Records and reports.* (a) In addition to the records required to be kept by § 1449.11 of the General Maximum Price Regulation, every person making any charges subject to this Maximum Price Regulation No. 172, on or after June 30, 1942, shall keep for inspection by the Office of Price Administration for a period of not less than one year complete and accurate records of:

(1) Each charge made, showing the date thereof, the principal, the nature of the service rendered, the price charged or received, and the method of computing such charge.

(b) Such person shall keep such records in addition to or in lieu of the records required by this Section as the Office of Price Administration may from time to time require.

(c) Such person shall submit such reports to the Office of Price Administration as it may from time to time require.

§ 1389.56 *Evasion.* The price limitations set forth in this Maximum Price Regulation No. 172 shall not be evaded whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase or receipt of or relating to contractors' charges in the apparel industry, alone or in conjunction with any other commodity, or by use of commission, service, transportation or any other charge or discount, premium or other privilege, or by tying agreement or other trade understanding, or otherwise.

§ 1389.57 *Enforcement.* Persons violating any provisions of this Maximum Price Regulation No. 172 are subject to the criminal penalties, civil enforcement actions and suits for treble damages provided for by the Emergency Price Control Act of 1942.

§ 1389.58 *Petitions for amendment.* Any person seeking a modification of any provision of this Maximum Price Regulation No. 172 may file a Petition for Amendment in accordance with the provisions of Procedural Regulation No. 1 issued by the Office of Price Administration.

§ 1389.59 *Definitions.* (a) For the purposes of this regulation:

(1) "Consigned" means consigned, loaned, charged on memorandum or other agreement whereby title to the goods transferred is retained by the principal.

(2) "Percentage margin over direct labor cost" is determined by subtracting the actual cost of direct labor in March from the charges made in March by the contractor for his services and then dividing the resultant figure by the cost of direct labor in March.

(3) "Articles of the same type" are articles of apparel having the same use and which customarily sell in the same departments at retail (for example; suits, coats, vests, dresses, blouses, shirts, etc.).

(4) "Seller of the same class" means a seller (i) performing the same function, (ii) of similar type, (iii) dealing in the same type of commodities or services, and (iv) selling to the same class or classes of purchaser. A seller's "most closely competitive seller of the same class" shall be a seller of the same class who (*a*) is selling the same or a similar commodity or service, and (*b*) is closely competitive in the sale of such commodities or services, and (c) is located nearest to the seller.

(b) Unless the context otherwise requires, the definitions set forth in § 1449.20 of the General Maximum Price Regulation and the definitions set forth in § 302 of the Emergency Price Control Act of 1942 shall apply to the terms used herein.

§ 1389.60 *Effective date.* This Maximum Price Regulation No. 172 (§§ 1389.51 to 1389.60, inclusive) shall become effective June 30, 1942.

Issued this 29th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6114; Filed, June 29, 1942; 5:08 p. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[Amendment 7 to Ration Order 5 [1]]

EMERGENCY GASOLINE RATIONING REGULATIONS

MISCELLANEOUS AMENDMENTS

In the following amendment the effective period of Ration Order No. 5 is extended through July 21, 1942. In §§ 1394.20, 1394.28 (c), (d), and (e), 1394.43 (b) (4), (e), (h), (i), (2), (j) and (k), the date "July 14, 1942" is amended to read "July 21, 1942," and in § 1394.20 the date "July 22, 1942" is amended to read "July 29, 1942."

A new paragraph (c) is added to § 1394.7. Section 1394.18 (a) is amended, in § 1394.28 a new paragraph (f) is added and § 1394.41 (b) is amended, to read as set forth below.

Scope of Ration Order 5

§ 1394.7 *Effective period of Rationing Order No. 5.* * * *

(c) Ration Order No. 5 (§§ 1394.1 to 1394.103, inclusive) shall be extended from July 15, 1942, as set forth in paragraph (b) of this section and remain effective through July 21, 1942, and shall terminate at midnight July 21, 1942, unless extended by the Office of Price Administration.

Restrictions on Transfer and Use

§ 1394.18 *Transfers into the fuel tanks of motor vehicles or inboard motorboats.* (a) Transfer may be made to the holder of a gasoline ration card Class A or B which bears uncanceled and undetached units at least equal in number to the units of gasoline transferred. Such transfer may be made only into the fuel tank of the particular motor vehicle or inboard motorboat identified on such card. At the time of transfer, the dealer, dealer outlet or supplier, or the transferee in his presence, shall punch, tear off, obliterate or otherwise clearly cancel one unit on such card for each unit or fraction of a unit of gasoline transferred. After midnight of July 14, 1942, transfer may also be made of the amount of gasoline specified in Section 1394.28, Paragraph (f), against the War Bond Seal in the upper-left hand corner of the card. Such seal shall, at the time of transfer, be canceled in the same manner as a unit on such card.

Gasoline Ration Cards

§ 1394.28 *Form and use of gasoline ration cards.* * * *

(f) After midnight of July 14, 1942, the value of the War Bond Seal, in the upper left-hand corner of a card, shall be as follows:

A card—3 gallons, except that if an A card is for use with a motorcycle it shall authorize the purchase of 1.2 gallons;

B–1 card—4 gallons, except that if a B–1 card is for use with a motorcycle it shall authorize the purchase of 1.6 gallons;

B–2 card—5 gallons, except that if a B–2 card is for use with a motorcycle it shall authorize the purchase of 2 gallons;

B–3 card—6 gallons, except that if a B–3 card is for use with a motorcycle it shall authorize the purchase of 2.4 gallons;

* * * * *

Adjustments, Applications for Supplemental Ration and Appeals

§ 1394.41 *Issuance of cards to late applicants.* * * *

(b) The board shall examine the registration card or registration certificate (or, in the case of an application with respect to an inboard motorboat, the certificate or document, if any) presented by the applicant. If it finds that no application for any such card has previously been made by him, it shall issue a gasoline ration card to him in accordance with the provisions of §§ 1394.30 to 1394.32, inclusive: *Provided that:*

(1) If the applicant is entitled to a Class A card only; one unit shall be removed from such card for each six (6)

[1] 7 F.R. 3482, 3524, 3554, 3577, 3723, 3782, 4233, 4453, 4493, 4738.

day period (or part thereof) between May 15, 1942, and the date of issuance, except that in the case of a card issued between June 13, 1942, and June 30, 1942, inclusive, five (5) units shall be removed and in the case of a card issued between July 1, 1942, and July 15, 1942, inclusive, six (6) units shall be removed, and in the case of a card issued between July 15, 1942, and July 21, 1942, inclusive, seven (7) units shall be removed.

* * * * *

§ 1394.61 *Effective dates of amendments.* * * *

(g) Amendment No. 7 (§§ 1394.7 (c), 1394.18 (a), 1394.20, 1394.28 (c), (d), (e) and (f), 1394.41 (b), 1394.43 (b) (4), (e), (h), (i) (2), (j) and (k)) to Ration Order No. 5 shall become effective June 29, 1942 (Pub. Law 421, 77th Cong., W.P.B. Directive No. 1, Supp. Dir. No. 1, (H) 7 F.R. 562, 3478, 3877).

(Pub. Law 421, 77th Cong.)

Issued this 29th day of June, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6115; Filed, June 29, 1942; 5:09 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Maximum Prices Authorized Under § 1499.3 (b) of the General Maximum Price Regulation [1]—Order No. 13]

NUTONE INC., MAIL BOX PRICE APPROVED

For reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 and § 1499.3 (b) of the General Maximum Price Regulation, it is hereby ordered:

§ 1499.50 *Approval of maximum price for sale of mail box by NuTone Incorporated.* (a) The maximum price for the sale by NuTone Incorporated, Third and Eggleston Avenue, Cincinnati, Ohio, of the mail box manufactured by that company of wood, 6½'' wide by 9'' high by 18'' long, shall be $0.975 per unit to jobbers and $1.17 per unit to dealers.

(b) This Order No. 13 may be revoked or amended by the Price Administrator at any time.

(c) This Order No. 13 (§ 1499.50) shall become effective June 30, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 29th day of June, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6112; Filed, June 29, 1942; 5:07 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Maximum Prices Authorized Under § 1499.3 (b) of General Maximum Price Regulation [1]—Order No. 14]

TROPIC-AIRE, INC., BUS SEAT PRICES APPROVED

For reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 and § 1499.3 (b) of the General Maximum Price Regulation, it is hereby ordered:

§ 1499.51 *Approval of maximum prices on custom-built bus seats by Tropic-Aire, Inc.* (a) On and after June 30, 1942, Tropic-Aire, Inc., 4501 Augusta Boulevard, Chicago, Illinois, may sell and deliver to the following companies certain bus seats made according to the specifications contained in its application of May 29, 1942, to the following companies at prices no higher than those specified below:

General Motor Truck & Coach	$89.18
General American Aerocoach	88.00
J. G. Brill Company	85.41

(b) This Order No. 14 may be revoked or amended by the Price Administrator at any time.

(c) This Order No. 14 (§ 1499.51) shall become effective June 30, 1942. (Pub. Law 421, 77th Cong.)

Issued this 29th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6113; Filed, June 29, 1942; 5:08 p. m.]

PART 1363—FEEDINGSTUFFS

[Amendment 1 to Maximum Price Regulation 74, as amended]

ANIMAL PRODUCT FEEDINGSTUFFS

Correction

In the first line of § 1363.62 (a) (1), *Zone 7*, appearing in the first column of page 4762, of the issue for Friday, June 26, 1942, the word "three" should read "those".

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 1]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE SAN DIEGO DEFENSE-RENTAL AREA

The title, preamble, and paragraph (a) of § 1388.11, paragraphs (c), (d), and (g) of § 1388.14, paragraphs (a) (5), (a) (6), and (c) (5) of 1388.15, paragraph (c) of § 1388.16, and the first sentence of § 1388.17 of Maximum Rent Regulation No. 1 [1] are hereby amended to read as follows:

[Maximum Rent Regulation 1]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE SAN DIEGO DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the San Diego Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941, defense activities already had resulted in increases in rents for housing accommodations within the San Diego Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within the San Diego Defense-Rental Area on or about January 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation No. 1 for housing accommodations within the San Diego Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 1 is hereby issued.

§ 1388.11 *Scope of Regulation.* (a) This Maximum Rent Regulation No. 1 applies to all housing accommodations within the San Diego Defense-Rental Area. as designated in the Designation and Rent Declaration (§§ 1388.1 to 1388.5, inclusive) issued by the Administrator on March 2, 1942, as amended on April 28, 1942 (consisting of the County of San Diego, in the State of California), except as provided in paragraph (b) of this section: *Provided, however*, That the words "June 1, 1942" and "July 1, 1942" in this Maximum Rent Regulation No. 1 shall apply only to that portion of the San Diego Defense-Rental Area consisting of the Judicial Townships of Encinitas, National, and San Diego and that part of the Judicial Township of El Cajon lying west of the Cleveland National Forest in the County of San Diego in the State of California, and that for the remaining portion of the San Diego Defense-Rental Area the words "June 1, 1942" in this Maximum Rent Regulation No. 1 shall mean "July 1, 1942," and the words "July 1, 1942" in this Maximum Rent Regulation No. 1 shall mean "August 1, 1942."

* * * * *

§ 1388.14 *Maximum rents.* * * *

(c) For housing accommodations not rented on January 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after January 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.15 (o).

(d) For (1) newly constructed housing accommodations without priority rating

[1] 7 F.R. 3153, 3330, 3666, 3990, 3991.

[1] 7 F.R. 4038.

first rented after January 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.15 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.15 (c).

§ 1388.15 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on January 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941; or the housing accommodations were not rented on January 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to January 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

* * * * *

§ 1388.16 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

* * * * *

§ 1388.17 *Registration.* On or before July 15, 1942 (or, as to housing accommodations within that part of the Defense-Rental Area other than the Judicial Townships of Encinitas, National, and San Diego and that part of the Judicial Township of El Cajon lying west of the Cleveland National Forest, in the County of San Diego, in the State of California, on or before August 15, 1942), or within 30 days after property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement.

* * * *

§ 1388.24a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.11 (a), 1388.14 (c), (d), and (g), 1388.15 (a) (5), (a) (6), and (c) (5), 1388.16 (c), and 1388.17) to Maximum Rent Regulation No. 1 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30 day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6139; Filed, June 30, 1942; 12:12 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 2]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE WATERBURY DEFENSE-RENTAL AREA

The title, preamble, and paragraph (a) of § 1388.61, paragraphs (c), (d), and (g) of § 1388.64, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.65, paragraph (c) of § 1388.66, and the first sentence of § 1388.67 of Maximum Rent Regulation No. 2[1] are hereby amended to read as follows:

[MAXIMUM RENT REGULATION 2]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE WATERBURY DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Waterbury Defense-Rental Areas, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Waterbury Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation No. 2 for housing accommodations within the Waterbury Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act this Maximum Rent Regulation No. 2 is hereby issued.

§ 1388.61 *Scope of regulation.* (a) This Maximum Rent Regulation No. 2 applies to all housing accommodations within the Waterbury Defense-Rental Area, as designated in the Designation and Rent Declaration (§§ 1388.51 to 1388.55, inclusive) issued by the Administrator on March 2, 1942 as amended on April 28, 1942 (consisting of the County of Litchfield; and the Towns of Beacon Falls, Bethany, Cheshire, Middleburg, Naugatuck, Oxford, Prospect, Southbury, Waterbury, and Wolcott in the County of New Haven in the State of Connecticut), except as provided in paragraph (b) of this section: *Provided, however,* That the words "June 1, 1942" and "July 1, 1942" in this Maximum Rent Regulation No. 2 shall apply only to that portion of the Waterbury Defense-Rental Area consisting of the Towns of Plymouth, Thomaston, and Watertown in the County of Litchfield; and the Towns of Beacon Falls, Cheshire, Middlebury, Naugatuck, Prospect, Waterbury, and Wolcott in the County of New Haven, in the State of Connecticut, and that for the remaining portion of the Waterbury Defense-Rental Area and the words "June 1, 1942" in this Maximum Rent Regulation No. 2 shall mean "July 1, 1942," and the words "July 1, 1942" in this Maximum Rent Regulation No. 2 shall mean "August 1, 1942."

* * * * *

§ 1388.64 *Maximum rents* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.65 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommoda-

[1] 7 F.R. 4041.

tions changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.65 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.65 (c).

§ 1388.65 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the rate determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement. * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement. * * *

§ 1388.66 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

§ 1388.67 *Registration.* On or before July 15, 1942 (or, as to housing accommodations within that part of the Defense-Rental Area other than the Towns of Plymouth, Thomaston, Watertown in the County of Litchfield, and the Towns of Beacon Falls, Cheshire, Middlebury, Naugatuck, Prospect, Waterbury, and Wolcott in the County of New Haven, in the State of Connecticut, on or before August 15, 1942), or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. * * *

§ 1388.74a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.61 (a), 1388.64 (c), (d), and (g), 1388.65 (a) (5), (a) (6), and (c) (5), 1388.66 (c), and 1388.67) to Maximum Rent Regulation No. 2 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6167; Filed, June 30, 1942; 12:25 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 3]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE BIRMINGHAM DEFENSE-RENTAL AREA

Paragraphs (c), (d), and (g) of §1388.114, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.115, paragraph (c) of § 1388.116, and the first sentence of § 1388.117 of Maximum Rent Regulation No. 3[1] are hereby amended to read as follows:

§ 1388.114 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.115 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.115 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.115 (c).

§ 1388.115 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.116 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occu-

[1] 7 F.R. 4045.

pant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

§ 1388.117 *Registration.* On or before July 15, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. * * *

§ 1388.124a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.114 (c), (d) and (g), 1388.115 (a) (5), (a) (6) and (c) (5), 1388.116 (c) and 1388.117) to Maximum Rent Regulation No. 3 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6166; Filed, June 30, 1942; 12:25 p. m.]

PART 1388—DEFENSE-RENTAL AREA

[Amendment 1 to Maximum Rent Regulation 4]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE MOBILE DEFENSE-RENTAL AREA

Paragraphs (c), (d), and (g) of § 1388.164, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.165, paragraph (c) of § 1388.166, and the first sentence of § 1388.167 of Maximum Rent Regulation No. 4[1] are hereby amended to read as follows:

§ 1388.164 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.165 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.165 (c).

* * * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941 as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.165 (c).

§ 1388.165 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.166 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

§ 1388.167 *Registration.* On or before July 15, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. * * *

§ 1388.174a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.164 (c), (d) and (g), 1388.165 (a) (5), (a) (6) and (c) (5), 1388.166 (c) and 1388.167) to Maximum Rent Regulation No. 4 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6165; Filed, June 30, 1942; 12:24 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 5]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE BRIDGEPORT DEFENSE-RENTAL AREA

The title, preamble, and paragraph (a) of § 1388.211, paragraphs (c), (d), and (g) of § 1388.214, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.215, paragraph (c) of § 1388.216, and the first sentence of § 1388.217 of Maximum Rent Regulation No. 5[1] are hereby amended to read as follows:

[Maximum Rent Regulation 5]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE BRIDGEPORT DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Bridgeport Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Bridgeport Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation No. 5 for housing accommodations within the Bridgeport Defense-Rental Area will be

[1] 7 F.R. 4048.

[1] 7 F.R. 4051, 4428.

generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 5 is hereby issued.

§ 1388.211 *Scope of regulation.* (a) This Maximum Rent Regulation No. 5 applies to all housing accommodations within the Bridgeport Defense-Rental Area, as designated in the Designation and Rent Declaration (§§ 1388.201 to 1388.205, inclusive) issued by the Administrator on March 2, 1942, as amended on April 28, 1942 (consisting of the County of Fairfield in the State of Connecticut), except as provided in paragraph (b) of this section: *Provided, however,* That the words "June 1, 1942" and "July 1, 1942" in this Maximum Rent Regulation No. 5 shall apply only to that portion of the Bridgeport Defense-Rental Area consisting of the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport in the County of Fairfield in the State of Connecticut, and that for the remaining portion of the Bridgeport Defense-Rental Area the words "June 1, 1942" in this Maximum Rent Regulation No. 5 shall mean "July 1, 1942," and the words "July 1, 1942" in this Maximum Rent Regulation No. 5 shall mean "August 1, 1942."

* * * * *

§ 1388.214 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.215 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.215 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.215 (c).

§ 1388.215 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.216 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

§ 1388.217 *Registration.* On or before July 15, 1942 (or, as to housing accommodations within that part of the Defense-Rental Area other than the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport in the County of Fairfield, in the State of Connecticut, on or before August 15, 1942), or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. * * *

§ 1388.224a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.211 (a), 1388.214 (c), (d), and (g), 1388.215 (a) (5), (a) (6), and (c) (5), 1388.216 (c), and 1388.217) to Maximum Rent Regulation No. 5 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6164; Filed, June 30, 1942; 12:24 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 6]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE HARTFORD-NEW BRITAIN DEFENSE-RENTAL AREA

The title, preamble, and paragraph (a) of § 1388.261, paragraphs (c), (d), and (g) of § 1388.264, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.265, and paragraph (c) of § 1388.266, and the first sentence of § 1388.267 of Maximum Rent Regulation No. 6[1] are hereby amended to read as follows:

[Maximum Rent Regulation 6]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE HARTFORD-NEW BRITAIN DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Hartford-New Britain Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Hartford-New Britain Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation No. 6 for housing accommodations within the Hartford-New Britain Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this

[1] 7 F.R. 4055.

Maximum Rent Regulation No. 6 is hereby issued.

§ 1388.261 *Scope of Regulation.* (a) This Maximum Rent Regulation No. 6 applies to all housing accommodations within the Hartford-New Britain Defense-Rental Area, as designated in the Designation and Rent Declaration (§§ 1388.251 to 1388.255, inclusive) issued by the Administrator on March 2, 1942, as amended on April 28, 1942 (consisting of the Counties of Hartford, Middlesex, and Tolland; and the Towns of Meriden and Wallingford in the County of New Haven, in the State of Connecticut), except as provided in paragraph (b) of this section: *Provided, however,* That the words "June 1, 1942" and "July 1, 1942" in this Maximum Rent Regulation No. 6 shall apply only to that portion of the Hartford-New Britain Defense-Rental Area consisting of the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks in the County of Hartford; the Towns of Cromwell, Middlefield, Middletown, and Portland in the County of Middlesex; the Towns of Meriden and Wallingford in the County of New Haven; and the Town of Vernon in the County of Tolland, in the State of Connecticut, and that for the remaining portion of the Hartford-New Britain Defense-Rental Area the words "June 1, 1942" in this Maximum Rent Regulation No. 6 shall mean "July 1, 1942" and the words "July 1, 1942" in this Maximum Rent Regulation No. 6 shall mean "August 1, 1942."

* * * * *

§ 1388.264 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.265 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.265 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.265 (c).

§ 1388.265 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

* * * * *

§ 1388.266 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

* * * * *

§ 1388.267 *Registration.* On or before July 15, 1942 (or, as to housing accommodations within that part of the Defense-Rental Area other than the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks in the County of Hartford, the Towns of Cromwell, Middlefield, Middletown, and Portland in the County of Middlesex, the Towns of Meriden and Wallingford in the County of New Haven, and the Town of Vernon in the County of Tolland, in the State of Connecticut, on or before August 15, 1942), or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement.

§ 1388.274a *Effective dates of amendments.* (a) Amendment No. 1 (§ 1388.261 (a), 1388.264 (c), (d), and (g), 1388.265 (a) (5), (a) (6), and (c) (5), 1388.266 (c), and 1388.267) to Maximum Rent Regulation No. 6 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6137; Filed, June 30, 1942; 12:12 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 7]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE COLUMBUS, GEORGIA DEFENSE-RENTAL AREA

Paragraphs (c), (d), and (g) of § 1388.314, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.315, paragraph (c) of § 1388.316, and the first sentence of § 1388.317 of Maximum Rent Regulation No. 7[1] are hereby amended to read as follows:

§ 1388.314 *Maximum rents.* * * *

(c) For housing accommodations not rented on January 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after January 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.315 (a).

(d) For (1) newly constructed housing accommodations without priority rating first rented after January 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improve-

[1] 7 F.R. 4059.

ment as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.315 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.315 (c).

§ 1388.315 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on January 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941; or the housing accommodations were not rented on January 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to January 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.316 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

* * * * *

§ 1388.317 *Registration.* On or before July 15, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement.

§ 1388.324a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.314 (c), (d) and (g), 1388.315 (a) (5), (a) (6) and (c) (5), 1388.316 (c) and 1388.317) to Maximum Rent Regulation No. 7 shall become effective July 1, 1942. (Pub. Law 421, 77th Cong.)

Issued this 30th day of June, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6138; Filed, June 30, 1942; 12:12 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 8]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE SOUTH BEND DEFENSE-RENTAL AREA

Paragraphs (c), (d), and (g) of § 1388.364, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.365, paragraph (c) of § 1388.366 and the first sentence of § 1388.367 of Maximum Rent Regulation No. 8[1] are hereby amended to read as follows:

§ 1388.364 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.365 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.365 (c).

* * * * *

[1] 7 F.R. 4062.

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.365 (c).

§ 1388.365. *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

* * * * *

§ 1388.366 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

* * * * *

§ 1388.367 *Registration.* On or before July 15, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. * * *

* * * * *

§ 1388.374a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.364 (c), (d) and (g), 1388.365 (a) (5), (a) (6) and (c) (5), 1388.366 (c) and 1388.367) to Maximum Rent Regulation No. 8 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6147; Filed, June 30, 1942; 12:17 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 9]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN PORTION OF BURLINGTON DEFENSE-RENTAL AREA

The title, preamble, and paragraph (a) of § 1388.411, paragraphs (c), (d), and (g) of § 1388.44, paragraph (a) (5), (a) (6), and (c) (5) of § 1388.415, paragraph (c of § 1388.416, and the first sentence of § 1388.417 of Maximum Rent Regulation No. 9[1] are hereby amended to read as follows:

[Maximum Rent Regulation 9]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE BURLINGTON DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Burlington Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941 defense activities already had resulted in increases in rents for housing accommodations within the Burlington Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within the Burlington Defense-Rental Area on or about January 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation No. 9 for housing accommodations within the Burlington Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 9 is hereby issued.

§ 1388.411 *Scope of regulation.* (a) This Maximum Rent Regulation No. 9 applies to all housing accommodations within the Burlington Defense-Rental Area, as designated in the Designation and Rent Regulation (§§ 1388.401 to 1388.405, inclusive) issued by the Administrator on March 2, 1942, as amended on April 28, 1942 (consisting of the Counties of Des Moines, Henry, and Lee in the State of Iowa, and the County of Henderson in the State of Illinois), except as provided in paragraph (b) of this section: *Provided, however,* That the words "June 1, 1942" and "July 1, 1942" in this Maximum Rent Regulation No. 9, shall apply only to that portion of the Burlington Defense-Rental Area consisting of the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, and Union in the County of Des Moines; and the Townships of Baltimore, Center, Mount Pleasant, and New London in the County of Henry; and the Townships of Denmark, Green Bay, Madison, and Washington in the County of Lee, in the State of Iowa, and that for the remaining portion of the Burlington Defense-Rental Area the words "June 1, 1942" in this Maximum Rent Regulation No. 9, shall mean "July 1, 1942," and the words "July 1, 1942" in this Maximum Rent Regulation No. 9 shall mean "August 1, 1942."

* * * * *

§ 1388.414 *Maximum rents.* * * *

(c) For housing accommodations not rented on January 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after January 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.415 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after January 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.415 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941, as determined by the owner of such accommodations; *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.415 (c).

§ 1388.415 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on January 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941; or the housing accommodations were not rented on January 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to January 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.416 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

§ 1388.417 *Registration.* On or before July 15, 1942 (or, as to housing accommodations within that part of the Defense-Rental Area other than the Townships of Augusta, Burlington, Concordia, Dan-

[1] 7 F. R. 4065.

ville, Flint River, Tama, and Union in the County of Des Moines, and the Townships of Baltimore, Center, Mount Pleasant, and New London in the County of Henry, and the Townships of Denmark, Green Bay, Madison, and Washington in the County of Lee, in the State of Iowa, on or before August 15, 1942), or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement.

* * * * *

§ 1388.424a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.411 (a), 1388.414 (c), (d), and (g), 1388.415 (a) (5), (a) (6), and (c) (5), 1388.416 (c), and 1388.417) to Maximum Rent Regulation No. 9 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6148; Filed, June 30, 1942; 12:16 P. M.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 10]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE WICHITA DEFENSE-RENTAL AREA

Paragraphs (c), (d), and (g) of § 1388.464, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.465, paragraphs (c) of § 1388.466, and the first sentence of § 1388.467 of Maximum Rent Regulation No. 10[1] are hereby amended to read as follows:

§ 1388.464 *Maximum rents.* * * *

(c) For housing accommodations not rented on July 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after July 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.465 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after July 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.465 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.465 (c).

§ 1388.465 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on July 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941; or the housing accommodations were not rented on July 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to July 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.466 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other persons who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

* * * * *

§ 1388.467 *Registration.* On or before July 15, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. * * *

§ 1388.474a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.464 (c), (d) and (g), 1388.465 (a), (5), (a) (6) and (c) (5), 1388.466 (c) and 1388.467) to Maximum Rent Regulation No. 10 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6154; Filed, June 30, 1942; 12:18 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 11]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE DETROIT DEFENSE-RENTAL AREA

The title, preamble, and paragraph (a) of § 1388.511, paragraphs (c), (d), and (g) of § 1388.514, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.515, and paragraph (c) of § 1388.516, and the first sentence of § 1388.517 of Maximum Rent Regulation No. 11[1] are hereby amended to read as follows:

[Maximum Rent Regulation 11]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE DETROIT DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Detroit Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Detroit Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation No. 11 for housing accommodations within the De-

[1] 7 F.R. 4069.

[1] 7 F.R. 4073.

troit Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 11 is hereby issued.

§ 1388.511 *Scope of regulation.* (a) This Maximum Rent Regulation No. 11 applies to all housing accommodations with the Detroit Defense-Rental Area, as designated in the Designation and Rent Declaration (§§ 1388.501 to 1388.505, inclusive) issued by the Administrator on March 2, 1942, as amended on April 28, 1942 (consisting of the Counties of Macomb, Oakland, Washtenaw, and Wayne in the State of Michigan), except as provided in paragraph (b) of this section: *Provided, however,* That the words "June 1, 1942" and "July 1, 1942" in this Maximum Rent Regulation No. 11 shall apply only to that portion of the Detroit Defense-Rental Area consisting of the Counties of Macomb, Oakland, and Wayne in the State of Michigan, and that for the remaining portion of the Detroit Defense-Rental Area the words "June 1, 1942" in this Maximum Rent Regulation No. 11 shall mean "July 1, 1942," and the words "July 1, 1942" in this Maximum Rent Regulation No. 11 shall mean "August 1, 1942."

* * * * *

§ 1388.514 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.515 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.515 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.515 (c).

§ 1388.515 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

* * * * *

§ 1388.516 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

* * * * *

§ 1388.517 *Registration.* On or before July 15, 1942 (or, as to housing accommodations within that part of the Defense-Rental Area other than the Counties of Macomb, Oakland, and Wayne, in the State of Michigan, on or before August 15, 1942), or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. * * *

§ 1388.524a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.511 (a), 1388.514 (c), (d), and (g), 1388.515 (a) (5), (a) (6), and (c) (5), 1388.516 (c), and 1388.517) to Maximum Rent Regulation No. 11 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6151; Filed, June 30, 1942; 12:17 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 12]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE SCHENECTADY DEFENSE-RENTAL AREA

The title, preamble, and paragraph (a) of § 1388.561, paragraphs (c), (d), and (g) of §§ 1388.564, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.565, paragraph (c) of § 1388.566 and the first sentence of § 1388.567 of Maximum Rent Regulation No. 12[1] are hereby amended to read as follows:

[Maximum Rent Regulation 12]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE SCHENECTADY DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Schenectady Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Schenectady Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation No. 12 for housing accommodations within the Schenectady Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 12 is hereby issued.

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[1] 7 F.R. 4076.

§ 1388.561 *Scope of regulation.* (a) This Maximum Rent Regulation No. 12 applies to all housing accommodations within the Schenectady Defense-Rental Area, as designated in the Designation and Rent Declaration (§§ 1388.551 to 1388.555, inclusive) issued by the Administrator on March 2, 1942, as amended on April 28, 1942 (consisting of the Counties of Montgomery, Saratoga, and Schenectady in the State of New York), except as provided in paragraph (b) of this section: *Provided, however,* That the words "June 1, 1942" and "July 1, 1942" in this Maximum Rent Regulation No. 12, shall apply only to that portion of the Schenectady Defense-Rental Area consisting of the County of Schenectady, and the Towns of Ballston, Charlton, and Clifton Park in the County of Saratoga, in the State of New York, and that for the remaining portion of the Schenectady Defense-Rental Area the words "June 1, 1942" in this Maximum Rent Regulation No. 12 shall mean "July 1, 1942," and the words "July 1, 1942" in this Maximum Rent Regulation No. 12 shall mean "August 1, 1942."

* * * * *

§ 1388.564 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.565 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.565 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.565 (c).

§ 1388.565 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

* * * * *

§ 1388.566 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

* * * * *

§ 1388.567 *Registration.* On or before July 15, 1942 (or, as to housing accommodations within that part of the Defense-Rental Area other than the County of Schenectady, and the Towns of Ballston, Charlton, and Clifton Park in the County of Saratoga, in the State of New York, on or before August 15, 1942), or within 30 days after the property is first rented, whichever date is the latter, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement.

* * * * *

§ 1388.574a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.561 (a), 1388.564 (c), (d), and (g), 1388.565 (a) (5), (a) (6), and (c) (5), 1388.566 (c), and 1388.567) to Maximum Rent Regulation No. 12 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6153; Filed, June 30, 1942; 12:18 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 13]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE WILMINGTON, NORTH CAROLINA DEFENSE-RENTAL AREA

Paragraphs (c), (d), and (g) of § 1388.614, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.615, paragraph (c) of § 1388.616, and the first sentence of § 1388.617 of Maximum Rent Regulation No. 13[1] are hereby amended to read as follows:

§ 1388.614 *Maximum Rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.615 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941, and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.615 (c). * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any cor-

[1] 7 F.R. 4079.

poration formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.615 (c).

§ 1388.615 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(c) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement. * * *

§ 1388.616 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant. * * *

§ 1388.617 *Registration.* On or before July 15, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. * * *

§ 1388.624a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.614 (c), (d) and (g), 1388.615 (a) (5), (a) (6), and (c) (5), 1388.616 (c) and 1388.617) to Maximum Rent Regulation No. 13 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6155; Filed, June 30, 1942; 12:19 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 14]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE AKRON DEFENSE-RENTAL AREA

The title, preamble, and paragraph (a) of § 1388.661, paragraphs (c), (d), and (g) of § 1388.664, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.665, paragraph (c) of § 1388.666, and the first sentence of § 1388.667 of Maximum Rent Regulation No. 14[1] are hereby amended to read as follows:

[Maximum Rent Regulation 14]

HOUSING ACCOMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE AKRON DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Akron Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Akron Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation No. 14 for housing accommodations within the Akron Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 14 is hereby issued.

§ 1388.661 *Scope of regulation.* (a) This Maximum Rent Regulation No. 14 applies to all housing accommodations within the Akron Defense-Rental Area, as designated in the Designation and Rent Declaration (§§ 1388.651 to 1388.655, inclusive) issued by the Administrator on March 2, 1942, as amended on April 28, 1942 (consisting of the Counties of Medina and Summit in the State of Ohio), except as provided in paragraph (b) of this section: *Provided, however,* That the words "June 1, 1942" and "July 1, 1942" in this Maximum Rent Regulation No. 14 shall apply only to that portion of the Akron Defense-Rental Area consisting of the County of Summit, and the Township of Wadsworth in the County of Medina, in the State of Ohio, and that for the remaining portion of the Akron Defense-Rental Area the words "June 1, 1942" in this Maximum Rent Regulation No. 14 shall mean "July 1, 1942," and the words "July 1, 1942" in this Maximum Rent Regulation No. 14 shall mean "August 1, 1942."

§ 1388.664 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.665 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such constructilon or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.665 (c).

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.665 (c).

§ 1388.665 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the De-

[1] 7 F. R. 1688.

fense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement. * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement. * * *

§ 1388.666 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

§ 1388.667 *Registration.* On or before July 15, 1942 (or, as to housing accommodations within that part of the Defense-Rental Area other than the County of Summit, and the Township of Wadsworth in the County of Medina, in the State of Ohio, on or before August 15, 1942), or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. * * *

§ 1388.674a *Effective date of amendments.* (a) Amendment No. 1 (§§ 1388.661 (a), 1388.664 (c), (d), and (g), 1388.665 (a) (5), (a) (6), and (c) (5), 1388.666 (c), and 1388.667) to Maximum Rent Regulation No. 14 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6156; Filed, June 30, 1942; 12:19 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 15]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE CANTON DEFENSE-RENTAL AREA

The title, preamble, and paragraph (a) of § 1388.711, paragraphs (c), (d), and (g) of § 1388.714, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.715, paragraph (c) of § 1388.716, and the first sentence of § 1388.717 of Maximum Rent Regulation No. 15[1] are hereby amended to read as follows:

[Maximum Rent Regulation 15]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE CANTON DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Canton Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Canton Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation No. 15 for housing accommodations within the Canton Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 15 is hereby issued.

§1388.711 *Scope of Regulation.* (a) This Maximum Rent Regulation No. 15 applies to all housing accommodations within the Canton Defense-Rental Area, as designated in the Designation and Rent Declaration (§§ 1388.701 to 1388.705, inclusive) issued by the Administrator on March 2, 1942, as amended on April 28, 1942 (consisting of the Counties of Stark and Tuscarawas in the State of Ohio), except as provided in paragraph (b) of this section: *Provided, however,* That the words "June 1, 1942" and "July 1, 1942" in this Maximum Rent Regulation No. 15 shall apply only to that portion of the Canton Defense-Rental Area consisting of the County of Stark in the State of Ohio, and that for the remaining portion of the Canton Defense-Rental Area the words "June 1, 1942" in this Maximum Rent Regulation No. 15 shall mean "July 1, 1942," and the words "July 1, 1942" in this Maximum Rent Regulation No. 15 shall mean "August 1, 1942."

* * * * *

§ 1388.714 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.715 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.715 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.715 (c).

§ 1388.715 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodatons during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

[1] 7 F.R. 4086.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

* * * * *

§ 1388.716 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

§ 1388.717 *Registration.* On or before July 15, 1942 (or, as to housing accommodations within that part of the Defense-Rental Area other than the County of Stark, in the State of Ohio, on or before August 15, 1942), or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. * * *

§ 1388.724a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.711 (a), 1388.714 (c), (d), and (g), 1388.715 (a) (5), (a) (6), and (c) (5), 1388.716 (c), and 1388.717) to Maximum Rent Regulation No. 15 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6157; Filed, June 30, 1942; 12:19 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 16]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE CLEVELAND DEFENSE-RENTAL AREA

The title, preamble, and paragraph (a) of § 1388.761, paragraphs (c), (d), and (g) of § 1388.764, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.765, paragraph (c) of § 1388.766, and the first sentence of § 1388.767 of Maximum Rent Regulation No. 16 [1] are hereby amended to read as follows:

[1] 7 F.R. 1690.

[Maximum Rent Regulation 16]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE CLEVELAND DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Cleveland Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941 defense activities had not yet resulted in increases in rents for housing accommodations within the Cleveland Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within the said Cleveland Defense-Rental Area on or about July 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation No. 16 for housing accommodations within the Cleveland Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 16 is hereby issued.

§ 1388.761 *Scope of Regulation.* (a) This Maximum Rent Regulation No. 16 applies to all housing accommodations within the Cleveland Defense-Rental Area, as designated in the Designation and Rent Declaration (§§ 1388.751 to 1388.755, inclusive) issued by the Administrator on March 2, 1942, as amended on April 28, 1942 (consisting of the Counties of Cuyahoga, Geauga, and Lake in the State of Ohio), except as provided in paragraph (b) of this section: *Provided, however,* That the words "June 1, 1942" and "July 1, 1942" in this Maximum Rent Regulation No. 16 shall apply only to that portion of the Cleveland Defense-Rental Area consisting of the County of Cuyahoga, and the Township of Willoughby and those parts of the Township of Kirtland included within the corporate limits of the Villages of Waite Hill and Willoughby in the County of Lake, in the State of Ohio, and that for the remaining portion of the Cleveland Defense-Rental Area the words "June 1, 1942" in this Maximum Rent Regulation No. 16 shall mean "July 1, 1942," and the words "July 1, 1942" in this Maximum Rent Regulation No. 16 shall mean "August 1, 1942."

* * * * *

§ 1388.764 *Maximum rents.* * * *

(c) For housing accommodations not rented on July 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after July 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.765 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after July 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between these dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between these dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.765 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.765 (c).

§ 1388.765 *Adjustments and other determinations.*

(a) * * *

(5) There was in force on July 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941; or the housing accommodations were not rented on July 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to

July 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941. (6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.766 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

§ 1388.767 *Registration.* On or before July 15, 1942 (or, as to housing accommodations within that part of the Defense-Rental Area other than the County of Cuyahoga, and the Township of Willoughby and those parts of the Township of Kirtland included within the corporate limits of the Villages of Waite Hill and Willoughby, in the County of Lake, in the State of Ohio, on or before August 15, 1942), or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement.

* * * * *

§ 1388.774a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.761 (a), 1388.764 (c), (d), and (g), 1388.765 (a) (5), (a) (6), and (c) (5), 1388.766 (c), and 1388.767) to Maximum Rent Regulation No. 16 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6158; Filed, June 30, 1942; 12:21 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 17]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE RAVENNA DEFENSE-RENTAL AREA

Paragraphs (c), (d), and (g) of § 1388.814, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.815, paragraph (c) of § 1388.816, and the first sentence of § 1388.817 of Maximum Rent Regulation No. 17[1] are hereby amended to read as follows:

§ 1388.814 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.815 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.815 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.815 (c).

§ 1388.815 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.816 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

§ 1388.817 *Registration.* On or before July 15, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement.

* * * * *

§ 1388.824a *Effective dates of amendments.* (a) Amendment No. 1 §§ 1388.814 (c), (d) and (g), 1388.815 (a) (5), (a) (6) and (c) (5), 1388.816 (c) and 1388.817) to Maximum Rent Regulation No. 17 shall become effective July 1, 1942. (Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6144; Filed, June 30, 1942; 12:15 p. m.]

[1] 7 F.R. 4093.

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 18]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE YOUNGSTOWN-WARREN DEFENSE-RENTAL AREA

Paragraphs (c), (d), and (g) of § 1388.864, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.865, paragraph (c) of § 1388.866, and the first sentence of § 1388.867 of Maximum Rent Regulation No. 18[1] are hereby amended to read as follows:

§ 1388.864 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941.

[1] 7 F.R. 4097.

The Administrator may order a decrease in the maximum rent as provided in § 1388.865 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.865 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.865 (c).

§ 1388.865 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.866 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

* * * * *

§ 1388.867 *Registration.* On or before July 15, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement.

§ 1388.874a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.864 (c), (d) and (g), 1388.865 (a) (5), (a) (6) and (c) (5), 1388.866 (c) and 1388.867) to Maximum Rent Regulation No. 18 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6159; Filed, June 30, 1942; 12:21 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 19]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE HAMPTON ROADS DEFENSE-RENTAL AREA

Paragraphs (c), (d), and (g) of § 1388.914, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.915, paragraph (c) of § 1388.916, and the first sentence of § 1388.917 of Maximum Rent Regulation No. 19[1] are hereby amended to read as follows:

§ 1388.914 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.915 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.915 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.915 (c).

§ 1388.915 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.916 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or evic-

[1] 7 F.R. 4100.

tion of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

* * * * *

§ 1388.917 *Registration.* On or before July 15, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement.

* * *

§ 1388.924a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.914 (c), (d) and (g), 1388.915 (a) (5), (a) (6) and (c) (5), 1388.916 (c) and 1388.917) to Maximum Rent Regulation No. 19 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6160; Filed, June 30, 1942; 12:21 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 20][1]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE PUGET SOUND DEFENSE-RENTAL AREA

Paragraphs (c), (d), and (g) of § 1388.964, paragraphs (a) (5), (a) (6), and (c) (5) of § 1388.965, paragraph (c) of § 1388.966, and the first sentence of § 1388.967 of Maximum Rent Regulation No. 20[1] are hereby amended to read as follows:

§ 1388.964 *Maximum rents.* * * *

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.965 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between these dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.965 (c).

* * * * *

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.965 (c).

§ 1388.965 *Adjustments and other determinations.* * * *

(a) * * *

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accommodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

* * * * *

(c) * * *

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

§ 1388.966 *Restrictions on removal of tenant.* * * *

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

* * * * *

§ 1388.967 *Registration.* On or before July 15, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement.

* * * * *

§ 1388.974a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1388.964 (c), (d) and (g), 1388.965 (a) (5), (a) (6 and (c) (5), 1388.966 (c) and 1388.967) to Maximum Rent Regulation No. 20 shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6161; Filed, June 30, 1942; 12:22 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 21A]

HOTELS AND ROOMING HOUSES

The Preamble and § 1388.1501 (a) of Maximum Rent Regulation No. 21A[1] are hereby amended to read as follows:

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas set out in § 1388.1501 (a) of this Maximum Rent Regulation, as designated in the Designations and Rent Declarations issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designations and Rent Declarations.

It is the judgment of the Administrator that by April 1, 1941 defense activities already had resulted in increases in rents for housing accommodations within each such Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area on or about January 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for rooms in hotels and rooming houses within each such Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

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[1] 7 F.R. 4104

[1] 7 F.R. 4785.

§ 1388.1501 *Scope of regulation.* (a) This Maximum Rent Regulation applies to all rooms in hotels an d rooming houses within each of the following Defense-Rental Areas (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designations and Rent Declarations issued by the Administrator (§§ 1388.1 to 1388.5, 1388.301 to 1388.305, and 1388.401 to 1388.405, inclusive) on March 2, 1942, as amended on April 28, 1942, except as provided in paragraph (b) of this section:

(1) The San Diego Defense-Rental Area, consisting of the County of San Diego, in the State of California.

(2) The Columbus, Georgia Defense-Rental Area, consisting of the County of Muscogee, in the State of Georgia; and Election Precinct One, including the City of Phenix City, in the County of Russell, in the State of Alabama.

(3) The Burlington Defense-Rental Area, consisting of the Counties of Des Moines, Henry, and Lee, in the State of Iowa; and the County of Henderson, in the State of Illinois.

§ 1388.1514a *Effective date of amendments.* (a) Amendment No. 1 (§ 1388.1501 (a)) to Maximum Rent Regulation No. 21A shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6162; Filed, June 30, 1942; 12:33 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 22A]

HOTELS AND ROOMING HOUSES

The Preamble and § 1388.1551 (a) of Maximum Rent Regulation No. 22A[1] are hereby amended to read as follows:

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas set out in § 1388.1551 (a) of this Maximum Rent Regulation, as designated in the Designations and Rent Declarations issued by the Administrator on March 2, 1942, as amended on April 28, 1942, and on April 2, 1942, and within that portion of the Hampton Roads Defense-Rental Area set out in § 1388.1551 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designations and Rent Declarations.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area or portion of a Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for rooms in hotels and rooming houses within each such Defense-Rental Area or portion of a Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

§ 1388.1551 *Scope of Regulation.* (a) This Maximum Rent Regulation applies to all rooms in hotels and rooming houses within each of the following Defense-Rental Areas and the following portion of the Hampton Roads Defense-Rental Area (each Defense-Rental Area or portion of a Defense-Rental Area is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated by the Administrator (§§ 1388.51 to 1388.55, 1388.101 to 1388.105, 1388.151 to 1388.155, 1388.201 to 1388.205, 1388.251 to 1388.255, 1388.351 to 1388.355, 1388.501 to 1388.505, 1388.551 to 1388.555, 1388.601 to 1388.605, 1388.651 to 1388.655, 1388.701 to 1388.705, 1388.801 to 1388.805, 1388.851 to 1388.855, 1388.901 to 1388.905, 1388 951 to 1388.955, and 1388.-1001 to 1388.1005, inclusive), except as provided in paragraph (b) of this section:

(1) The Birmingham Defense-Rental Area, consisting of the County of Jefferson, in the State of Alabama.

(2) The Mobile Defense-Rental Area, consisting of the County of Mobile, in the State of Alabama.

(3) The Bridgeport Defense-Rental Area, consisting of the County of Fairfield, in the State of Connecticut.

(4) The Hartford-New Britain Defense-Rental Area, consisting of the Counties of Hartford, Middlesex, and Tolland; and the Towns of Meriden and Wallingford, in the County of New Haven, all in the State of Connecticut.

(5) The Waterbury Defense-Rental Area, consisting of the County of Litchfield in its entirety; and the Towns of Beacon Falls, Bethany, Cheshire, Middlebury, Naugatuck, Oxford, Prospect, Southbury, Waterbury, and Wolcott, in the County of New Haven, all in the State of Connecticut.

(6) The South Bend Defense-Rental Area, consisting of the Counties of St. Joseph and Elkhart, in the State of Indiana.

(7) The Baltimore Defense-Rental Area, consisting of the City of Baltimore and the Counties of Anne Arundel, Baltimore, Carroll, Cecil, Harford, and Howard, in the State of Maryland.

(8) The Detroit Defense-Rental Area, consisting of the Counties of Macomb, Oakland, Washtenaw, and Wayne, in the State of Michigan.

(9) The Schenectady Defense-Rental Area, consisting of the Counties of Montgomery, Saratoga, and Schenectady, in the State of New York.

(10) The Wilmington, North Carolina Defense-Rental Area, consisting of the County of New Hanover, in the State of North Carolina.

(11) The Akron Defense-Rental Area, consisting of the Counties of Medina and Summit, in the State of Ohio.

(12) The Canton Defense-Rental Area, consisting of the Counties of Stark and Tuscarawas, in the State of Ohio.

(13) The Ravenna Defense-Rental Area, consisting of the County of Portage, in the State of Ohio.

(14) The Youngstown-Warren Defense-Rental Area, consisting of the Counties of Mahoning and Trumbull, in the State of Ohio.

(15) That portion of the Hampton Roads Defense-Rental Area consisting of the Independent Cities of Hampton, Newport News, Norfolk, Portsmouth, and South Norfolk; the County of Elizabeth City in its entirety; the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch, in the County of Norfolk; the Magisterial Districts of Kempsville and Lynnhaven, in the County of Princess Anne; and the Magisterial District of Newport, in the County of Warwick, all in the State of Virginia.

(16) The Puget Sound Defense-Rental Area, consisting of the County of Kitsap and those parts of the Counties of King and Pierce lying west of the Snoqualmie National Forest, all in the State of Washington.

§ 1388.1564a *Effective date of amendments.* (a) Amendment No. 1 (§ 1388.1551 (a)) to Maximum Rent Regulation No. 22A shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6163; Filed, June 30, 1942; 12:23 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Amendment 1 to Maximum Rent Regulation 23A]

HOTELS AND ROOMING HOUSES

The Preamble and § 1388.1601 (a) of Maximum Rent Regulation No. 23A[1] are hereby amended to read as follows:

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas set out in § 1388.1601 (a) of this Maximum Rent Regulation, as designated

[1] 7 F.R. 4787.

[1] 7 F.R. 4790.

in the Designations and Rent Declarations issued by the Administrator on March 2, 1942, as amended on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designations and Rent Declarations.

It is the judgment of the Administrator that by April 1, 1941 defense activities had not yet resulted in increases in rents for housing accommodations within the said Defense-Rental Areas inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area on or about July 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for rooms in hotels and rooming houses within each such Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

§ 1388.1601 *Scope of regulation.* (a) This Maximum Rent Regulation applies to all rooms in hotels and rooming houses within each of the following Defense-Rental Areas (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designations and Rent Declarations (§§ 1388.451 to 1388.455 and 1388.751 to 1388.755, inclusive) issued by the Administrator on March 2, 1942, as amended on April 28, 1942, except as provided in paragraph (b) of this section:

(1) The Wichita Defense-Rental Area, consisting of the County of Sedgwick, in the State of Kansas.

(2) The Cleveland Defense-Rental Area, consisting of the Counties of Cuyahoga, Geauga, and Lake, in the State of Ohio.

§ 1388.1614a *Effective date of amendments.* (a) Amendment No. 1 (§§ 1388.1601 (a)) to Maximum Rent Regulation No. 23A shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6152; Filed, June 30, 1942; 12:17 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation 25]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas set out in § 1388.1651 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941 defense activities already had resulted in increases in rents for housing accommodations within each such Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area on or about January 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for housing accommodations within each such Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

AUTHORITY: §§ 1388.1651 to 1388.1664, inclusive, issued under the authority contained in Pub. Law 421, 77th Cong.

§ 1388.1651 *Scope of regulation.* (a) This Maximum Rent Regulation applies to all housing accommodations within each of the following Defense-Rental Areas (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designation and Rent Declaration (§§ 1388.1051 to 1388.1055, inclusive) issued by the Administrator on April 28, 1942, except as provided in paragraph (b) of this section:

(1) The San Luis Obispo Defense-Rental Area, consisting of the County of San Luis Obispo, in the State of California.

(2) The Alexandria-Leesville Defense-Rental Area, consisting of the Parishes of Beauregard, Rapides, and Vernon, in the State of Louisiana.

(3) The Montgomery-Prince Georges Defense-Rental Area, consisting of the Counties of Montgomery and Prince Georges, in the State of Maryland.

(4) The Jackson-Milan-Humboldt Defense-Rental Area, consisting of the Counties of Carroll, Gibson, and Madison, in the State of Tennessee.

(5) The Tullahoma Defense-Rental Area, consisting of the Counties of Bedford, Coffee, Franklin, Lincoln, and Moore, in the State of Tennessee.

(6) The Brownwood Defense-Rental Area, consisting of the Counties of Brown, Coleman, and Comanche, in the State of Texas.

(7) The Alexandria-Arlington Defense-Rental Area, consisting of the Independent City of Alexandria and the Counties of Arlington and Fairfax, in the State of Virginia.

(b) This Maximum Rent Regulation does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Rooms and other housing accommodations within hotels or rooming houses: *Provided,* That this Maximum Rent Regulation does apply to entire structures or premises though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of this Maximum Rent Regulation.

§ 1388.1652 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after the effective date of this Maximum Rent Regulation of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation may be demanded or received.

§ 1388.1653 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on

the effective date of this Maximum Rent Regulation, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, within 30 days after such effective date, file a petition pursuant to § 1388.1655 (b) for approval of the decreased services. In all other cases, except as provided in § 1388.1655 (b), the landlord shall provide the minimum services unless and until an order is entered pursuant to that section approving a decrease of such services.

§ 1388.1654 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.-1655) shall be:

(a) For housing accommodations rented on January 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on January 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two-month period.

(c) For housing accommodations not rented on January 1, 1941 nor during the two months ending on that date, but rented prior to the effective date of this Maximum Rent Regulation, the first rent for such accommodations after January 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.1655 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after January 1, 1941 and before the effective date of this Maximum Rent Regulation, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.1655 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after the effective date of this Maximum Rent Regulation, or (2) housing accommodations changed on or after such effective date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodation not rented at any time between November 1, 1940 and such effective date, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since January 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.1655 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.1655 (c).

§ 1388.1655 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on January 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since January 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on January 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after the effective date of this Maximum Rent Regulation a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to January 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on January 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the service, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(5) There was in force on January 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941; or the housing accommodations were not rented on January 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to January 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on the effective date of this Maximum Rent Regulation, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain

such services or, within 30 days after such effective date, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c) (d), or (g) of § 1388.1654 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.1654 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of this Maximum Rent Regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.1656 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six-month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the

court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.1657 *Registration.* Within 45 days after the effective date of this Maximum Rent Regulation, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity herewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.1658 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations and any tenant shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.1659 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.1660 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.1661 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1662 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1663 *Definitions.* (a) When used in this Maximum Rent Regulation:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the Office of the Rent Director in the Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agent of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use of occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly, or monthly occupancy to more than two paying tenants not members of the landlord's immediate family.

The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation.

§ 1388.1664 *Effective date of the regulation.* This Maximum Rent Regulation (§§ 1388.1651 to 1388.1664, inclusive) shall become effective July 1, 1942.

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6146; Filed, June 30, 1942; 12:15 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation 26]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas set out in § 1388.1701 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or de-

creases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for housing accommodations within each such Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

AUTHORITY: §§ 1388.1701 to 1388.1714, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.1701 *Scope of Regulation.* (a) This Maximum Rent Regulation applies to all housing accommodations within each of the following Defense-Rental Areas (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designation and Rent Declaration (§§ 1388.1101 to 1388.1105, inclusive) issued by the Administrator on April 28, 1942, except as provided in paragraph (b) of this section:

(1) The Anniston Defense-Rental Area, consisting of the Counties of Calhoun and Cleburne, in the State of Alabama.

(2) The Huntsville Defense-Rental Area, consisting of the Counties of Limestone, Madison, and Morgan, in the State of Alabama.

(3) The Muscle Shoals Defense-Rental Area, consisting of the Counties of Colbert and Lauderdale, in the State of Alabama.

(4) The Talladega Defense-Rental Area, consisting of the Counties of St. Clair, Shelby, and Talladega, in the State of Alabama.

(5) The New Haven Defense-Rental Area, consisting of the Towns of Ansonia, Branford, Derby, East Haven, Guilford, Hamden, Madison, Milford, New Haven, North Branford, North Haven, Orange, Seymour, West Haven, and Woodbridge, in the County of New Haven, in the State of Connecticut.

(6) The New London Defense-Rental Area, consisting of the Counties of New London and Windham, in the State of Connecticut.

(7) The Jacksonville, Florida Defense-Rental Area, consisting of the County of Duval, in the State of Florida.

(8) The Macon Defense-Rental Area, consisting of the Counties of Bibb, Houston, and Peach, in the State of Georgia.

(9) The Joliet Defense-Rental Area, consisting of the County of Will, in the State of Illinois.

(10) The La Porte-Michigan City Defense-Rental Area, consisting of the Counties of La Porte and Starke, in the State of Indiana.

(11) The Junction City-Manhattan Defense-Rental Area, consisting of the Counties of Geary and Riley, in the State of Kansas.

(12) The Bath Defense-Rental Area, consisting of the Counties of Lincoln and Sagadahoc, in the State of Maine.

(13) The Niles Defense-Rental Area, consisting of the County of Berrien, in the State of Michigan.

(14) The Biloxi-Pascagoula Defense-Rental Area, consisting of the Counties of Harrison and Jackson, in the State of Mississippi.

(15) The Hattiesburg Defense-Rental Area, consisting of the County of Forrest, in the State of Mississippi.

(16) The Rolla-Waynesville Defense-Rental Area, consisting of the Counties of Laclede, Phelps, and Pulaski, in the State of Missouri.

(17) The Massena Defense-Rental Area, consisting of the County of St. Lawrence, in the State of New York.

(18) The Watertown Defense-Rental Area, consisting of the County of Jefferson, in the State of New York.

(19) The Fayetteville Defense-Rental Area, consisting of the Counties of Cumberland and Hoke, in the State of North Carolina.

(20) The Dayton Defense-Rental Area, consisting of the Counties of Champaign, Clark, Darke, Greene, Miami, Montgomery, and Preble, in the State of Ohio.

(21) The Lawton Defense-Rental Area, consisting of the County of Comanche, in the State of Oklahoma.

(22) The Sharon-Farrell Defense-Rental Area, consisting of the County of Mercer, in the State of Pennsylvania.

(23) The Abilene Defense-Rental Area, consisting of the Counties of Callahan, Jones, and Taylor, in the State of Texas.

(24) The Beaumont-Port Arthur Defense-Rental Area consisting of the Counties of Jefferson and Orange, in the State of Texas.

(25) The El Paso Defense-Rental Area, consisting of the County of El Paso, in the State of Texas.

(26) The Radford-Pulaski Defense-Rental Area, consisting of the Independent City of Radford, and the Counties of Montgomery and Pulaski, in the State of Virginia.

(27) The Morgantown Defense-Rental Area, consisting of the Counties of Marion and Monongalia, in the State of West Virginia.

(b) This Maximum Rent Regulation does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Rooms and other housing accommodations within hotels or rooming houses; *Provided,* That this Maximum Rent Regulation does not apply to entire structures or premises though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of this Maximum Rent Regulation.

§ 1388.1702 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after the effective date of this Maximum Rent Regulation of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation may be demanded or received.

§ 1388.1703 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on the effective date of this Maximum Rent Regulation, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, within 30 days after such effective date, file a petition pursuant to § 1388.1705 (b) for approval of the decreased services. In all other cases, except as provided in § 1388.1705 (b), the landlord shall provide the minimum services unless and until an order is entered pursuant to that Section approving a decrease of such services.

§ 1388.1704 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.1705) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two-month period.

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to the effective date of this Maximum Rent Regulation, the first rent for such accommodations after April 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.1705 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before the effective date of this Maximum Rent Regulation, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully

furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.1705 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after the effective date of this Maximum Rent Regulation, or (2) housing accommodations changed on or after such effective date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and such effective date, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941 In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.1705 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.1705 (c).

§ 1388.1705 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after the effective date of this Maximum Rent Regulation a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the housing accomodations were not rented on April 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to April 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on the effective date of this Maximum Rent Regulation, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, within 30 days after such effective date, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that;

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.1704 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.-1704 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of this Maximum Rent Regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.1706 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on nonpayment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.1707 *Registration.* Within 45 days after the effective date of this Maximum Rent Regulation, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.1708 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations and any tenant shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.1709 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.1710 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation are subject to criminal penalties, civil enforcement actions and treble damages as provided for by the Act.

§ 1388.1711 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1712 *Petitions for Amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1713 *Definitions.* (a) When used in this Maximum Rent Regulation:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation.

§ 1388.1714 *Effective date of the regulation.* This Maximum Rent Regulation (§§ 1388.1701 to 1388.1714, inclusive) shall become effective July 1, 1942.

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6150; Filed, June 30, 1942; 12:24 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation 27]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas and the portion of the Parsons Defense-Rental Area set out in § 1388.1751 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941, defense activities had not yet resulted in increases in rents for housing accommodations within each such Defense-Rental Area and the said portion of the Parsons Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area and the said portion of the Parsons Defense-Rental Area on or about July 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for housing accommodations within each such Defense-Rental Area and the said portion of the Parsons Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

AUTHORITY: §§ 1388.1751 to 1388.1764, inclusive, issued under the authority contained in Pub. Law 421, 77th Cong.

§ 1388.1751 *Scope of regulation.* (a) This Maximum Rent Regulation applies to all housing accommodations within each of the following Defense-Rental Areas and the following portion of a Defense-Rental Area (hereinafter referred to in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designation and Rent Declaration (§§ 1388.1151 to 1388.1155, inclusive) issued by the Administrator on April 28, 1942, except as provided in paragraph (b) of this section:

(1) The Indianapolis Defense-Rental Area, consisting of the County of Marion, in the State of Indiana.

(2) That portion of the Parsons Defense-Rental Area consisting of the County of Labette, in the State of Kansas.

(3) The Minden Defense-Rental Area, consisting of the Parish of Webster, in the State of Louisiana.

(4) The Joplin-Neosho Defense-Rental Area, consisting of the Counties of Jasper and Newton, in the State of Missouri.

(5) The Lorain-Elyria Defense-Rental Area, consisting of the County of Lorain, in the State of Ohio.

(6) The Texarkana Defense-Rental Area, consisting of the County of Bowie, in the State of Texas; and the County of Miller, in the State of Arkansas.

(b) This Maximum Rent Regulation does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Rooms and other housing accommodations within hotels or rooming houses: *Provided,* That this Maximum Rent Regulation does apply to entire structures or premises though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation is coid. A tenant shall not be entitled by reason of this Maximum Rent Regulation to refuse to pay or to recover any portion of the rents due or paid for use or occupancy prior to the effective date of this Maximum Rent Regulation.

§ 1388.1752 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after the effective date of this Maximum Rent Regulation of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation may be demanded or received.

§ 1388.1753 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on the effective date of this Maximum Rent Regulation, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, within 30 days after such effective date, file a petition pursuant § 1388.1755 (b) for approval of the decreased services. In all other cases, except as provided in § 1388.1755 (b), the landlord shall provide the minimum services unless and until an order is entered pursuant to that Section approving a decrease of such services.

§ 1388.1754 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.1755) shall be:

(a) For housing accommodations rented on July 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on July 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two-month period.

(c) For housing accommodations not rented on July 1, 1941 nor during the two months ending on that date, but rented prior to the effective date of this Maximum Rent Regulation, the first rent for such accommodations after July 1, 1941. The Administrator may order a decrease in the maximum rent as provided in § 1388.1755 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after July 1, 1941 and before the effective date of this Maximum Rent Regulation, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.1755 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after the effective date of this Maximum Rent Regulation, or (2) housing accommodations changed on or after such effective date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between May 1, 1941 and such effective date, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since July 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.1755 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.1755 (c).

§ 1388.1755 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on July 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since July 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on July 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after the effective date of this Maximum Rent Regulation, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to July 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on July 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941.

(5) There was in force on July 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941; or the housing accommodations were not rented on July 1, 1941, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to July 1, 1941, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on the effective date of this Maximum Rent Regulation, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent, and maintain such services or, within 30 days after such effective date, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.1754 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.1754 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941.

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rent for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of this Maximum Rent Regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result in the circumvention or evasion of the Act or this Maximum Rent Regulation. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.1756 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation; or

(2) The tenant has unreasonably refused the landlord access to housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, of (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination

the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six-month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provisions of the Act or this Maximum Rent Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.1757 *Registration.* Within 45 days after the effective date of this Maximum Rent Regulation, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation for such dwelling unit and shall contain other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.1758 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations and any tenant shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.1759 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commission or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.1760 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.1761 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation shall be filed with the Area Rent Office. All landlord's petitions and tenants applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1762 *Petitions for Amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1763 *Definitions.* (a) When used in this Maximum Rent Regulation:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Defense-Rental Area.

(5) The term "person" includes any individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee, or other person receiving or entitled to receive rent for the use of any housing accommodations, or any agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accom-

modations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation.

§ 1388.1764 *Effective date of the regulation.* This Maximum Rent Regulation (§§ 1388.1751 to 1388.1764 inclusive), shall become effective July 1, 1942.

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6140; Filed, June 30, 1942; 12:15 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation 28]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas and the portion of the Northeastern New Jersey Defense-Rental Area set out in § 1388.1801 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941, defense activities had not yet resulted in increases in rents for housing accommodations within each such Defense-Rental Area and the said portion of the Northeastern New Jersey Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area and the said portion of the Northeastern New Jersey Defense-Rental Area on or about March 1, 1942. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for housing accommodations within each such Defense-Rental Area and the said portion of the Northeastern New Jersey Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

AUTHORITY: §§ 1388.1801 to 1388.1814, inclusive, issued under the authority contained in Pub. Law 421, 77th Cong.

§ 1388.1801 *Scope of regulation.* (a) This Maximum Rent Regulation applies to all housing accommodations within each of the following Defense-Rental Areas and the following portion of a Defense-Rental Area (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designation and Rent Declaration (§§ 1388.1201 to 1388.1205, inclusive) issued by the Administrator on April 28, 1942, except as provided in paragraph (b) of this section:

(1) The San Francisco Bay Defense-Rental Area, consisting of the Counties of Alameda, Contra Costa, Marin, Napa, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Solano, Sonoma, and Yolo, in the State of California.

(2) The Savannah Defense-Rental Area, consisting of the County of Chatham, in the State of Georgia.

(3) The Chicago Defense-Rental Area, consisting of the Counties of Cook, Du Page, Kane, and Lake, in the State of Illinois.

(4) The Rockford Defense-Rental Area, consisting of the Counties of Boone and Winnebago, in the State of Illinois.

(5) The Springfield, Massachusetts Defense-Rental Area, consisting of the Counties of Hampden and Hampshire, in the State of Massachusetts.

(6) The Saginaw-Bay City Defense-Rental Area, consisting of the Counties of Bay, Midland, and Saginaw, in the State of Michigan.

(7) The St. Louis Defense-Rental Area, consisting of the City of St. Louis and the Counties of Jefferson, St. Charles, and St. Louis, in the State of Missouri; and the Counties of Madison, Monroe, and St. Clair, in the State of Illinois.

(8) That portion of the Northeastern New Jersey Defense-Rental Area, consisting of the Counties of Bergen, Essex, Hudson, Middlesex, Monmouth, Morris, Passaic, Somerset, and Union, in the State of New Jersey.

(9) The Buffalo Defense-Rental Area, consisting of the Counties of Erie and Niagara, in the State of New York.

(10) The Portland-Vancouver Defense-Rental Area, consisting of the Counties of Clackamas, Multnomah, and Washington, in the State of Oregon; and the County of Clark, in the State of Washington.

(11) The Erie Defense-Rental Area, consisting of the County of Erie, in the State of Pennsylvania.

(12) The Philadelphia-Camden Defense-Rental Area, consisting of the Counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia, in the State of Pennsylvania; and the Counties of Burlington, Camden, and Gloucester, in the State of New Jersey.

(13) The Pittsburgh Defense-Rental Area, consisting of the Counties of Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Washington, and Westmoreland, in the State of Pennsylvania.

(14) The San Antonio Defense-Rental Area, consisting of the Counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson, in the State of Texas.

(b) This Maximum Rent Regulation does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Rooms and other housing accommodations within hotels or rooming houses: *Provided*, That this Maximum Rent Regulation does apply to entire structures or premises though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of this Maximum Rent Regulation.

§ 1388.1802 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after the effective date of this Maximum Rent Regulation of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation may be demanded or received.

§ 1388.1803 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the

date determining the maximum rent. If, on the effective date of this Maximum Rent Regulation, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, within 30 days after such effective date, file a petition pursuant to § 1388.1805 (b) for approval of the decreased services. In all other cases, except as provided in § 1388.1805 (b), the landlord shall provide the minimum services unless and until an order is entered pursuant to that section approving a decrease of such services.

§ 1388.1804 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.1805) shall be:

(a) For housing accommodations rented on March 1, 1942, the rent for such accommodations on that date.

(b) For housing accommodations not rented on March 1, 1942, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two-month period.

(c) For housing accommodations not rented on March 1, 1942 nor during the two months ending on that date, but rented prior to the effective date of this Maximum Rent Regulation, the first rent for such accommodations after March 1, 1942. The Administrator may order a decrease in the maximum rent as provided in § 1388.1805 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after March 1, 1942 and before the effective date of this Maximum Rent Regulation, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.1805 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after the effective date of this Maximum Rent Regulation, or (2) housing accommodations changed on or after such effective date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between January 1, 1942 and such effective date, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942. In cases involving construction due consideration shall be given to increased costs of construction, if any, since March 1, 1942.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rents as provided in § 1388.1805 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved, but in no event more than the rent on March 1, 1942 or, if the accommodations were not rented on that date, more than the first rent after that date.

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.1805 (c).

§ 1388.1805 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on March 1, 1942, the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942. In cases involving construction due consideration shall be given to increased costs of construction, if any, since March 1, 1942. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on March 1, 1942.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after the effective date of this Maximum Rent Regulation a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to March 1, 1942 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance and the rent on March 1, 1942 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942.

(5) There was in force on March 1, 1942 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942; or the housing accommodations were not rented on March 1, 1942, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to March 1, 1942, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on the effective date of this Maximum Rent Regulation, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain

such services or, within 30 days after such effective date, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that;

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.1804 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942; or the maximum rent for housing accommodations under paragraph (e) of § 1388.1804 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942.

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of this Maximum Rent Regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.1806 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment

of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.1807 *Registration.* Within 45 days after the effective date of this Maximum Rent Regulation, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.1808 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations and any tenant shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.1809 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.1810 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.1811 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1812 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive.)

§ 1388.1813 *Definitions.* (a) When used in this Maximum Rent Regulation:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, said service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation.

§ 1388.1814 *Effective date of the reguation.* This Maximum Rent Regulation (§§ 1388.1801 to 1388.1814, inclusive) shall become effective July 1, 1942.

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6141; Filed, June 30, 1942; 12:14 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation 29A]

HOTELS AND ROOMING HOUSES

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas set out in § 1388.1851 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941 defense activities already had resulted in increases in rents for housing accommodations within each such Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area on or about January 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on

or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for rooms in hotels and rooming houses within each such Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

AUTHORITY: §§ 1388.1851 to 1388.1864, inclusive, issued under the authority contained in Pub. Law 421, 77th Cong.

§ 1388.1851 *Scope of regulation.* (a) This Maximum Rent Regulation applies to all rooms in hotels and rooming houses within each of the following Defense-Rental Areas (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designation and Rent Declaration (§§ 1388.1051 to 1388.1055, inclusive) issued by the Administrator on April 28, 1942, except as provided in paragraph (b) of this section:

(1) The Montgomery-Prince Georges Defense-Rental Area, consisting of the Counties of Montgomery and Prince Georges, in the State of Maryland.

(2) The Alexandria-Arlington Defense-Rental Area, consisting of the Independent City of Alexandria and the Counties of Arlington and Fairfax, in the State of Virginia.

(3) The Jackson - Milan - Humboldt Defense-Rental Area, consisting of the Counties of Carroll, Gibson, and Madison, in the State of Tennessee.

(4) The Tullahoma Defense-Rental Area, consisting of the Counties of Bedford, Coffee, Franklin, Lincoln, and Moore, in the State of Tennessee.

(5) The Alexandria-Leesville Defense-Rental Area, consisting of the Parishes of Beauregard, Rapides, and Vernon, in the State of Louisiana.

(6) The Brownwood Defense-Rental Area, consisting of the Counties of Brown, Coleman, and Comanche, in the State of Texas.

(7) The San Luis Obispo Defense-Rental Area, consisting of the County of San Luis Obispo, in the State of California.

(b) This Maximum Rent Regulation does not apply to the following:

(1) Rooms situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Rooms occupied by domestic servants, caretakers, managers, or other employees to whom the rooms are provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the rooms are a part;

(3) Rooms in hospitals, or rooms of charitable or educational institutions used in carrying out their charitable or educational purposes;

(4) Entire structures or premises used as hotels or rooming houses, as distinguished from the rooms within such hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of this Maximum Rent Regulation.

§ 1388.1852 *Prohibitions.* (a) Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after the effective date of this Maximum Rent Regulation of any room in a hotel or rooming house within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation may be demanded or received.

(b) No tenant shall be required to change his term of occupancy if that will result in the payment of a higher amount per day than the maximum rent established for his present term of occupancy. Where, on June 15, 1942, or between that date and the effective date of this Maximum Rent Regulation, a room was regularly rented or offered for rent for a weekly or monthly term of occupancy, the landlord shall continue to offer the room for rent for that term of occupancy, unless he offers another term of occupancy for a rent which results in the payment of an amount no higher per day.

§ 1388.1853 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation are for rooms including, as a minimum, services of the same type, quantity, and quality as those provided on the date or during the thirty-day period determining the maximum rent. If, on the effective date of this Maximum Rent Regulation, the services provided for rooms are less than such minimum services, the landlord shall either restore and maintain the minimum services, or within 30 days after such effective date, file a petition pursuant to § 1388.1855 (b) for approval of the decreased services. In all other cases, except as provided in § 1388.1855 (b), the landlord shall provide the minimum services unless and until an order is entered pursuant to that Section approving a decrease of such services.

§ 1388.1854 *Maximum rents.* This section establishes separate maximum rents for different terms of occupancy (daily, weekly or monthly) and numbers of occupants of a particular room. Maximum rents for rooms in a hotel or rooming house (unless and until changed by the Administrator as provided in § 1388.1855) shall be:

(a) For a room rented or regularly offered for rent during the thirty days ending on January 1, 1941, the highest rent for each term or number of occupants for which the room was rented during that thirty-day period; or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(b) For a room neither rented nor regularly offered for rent during the thirty days ending on January 1, 1941, the highest rent for each term or number of occupants for which the room was rented during the thirty days commencing when it was first offered for rent after January 1, 1941; or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(c) For a room rented for a particular term or number of occupants for which no maximum rent is established under paragraphs (a) or (b) of this section, the first rent for the room after January 1, 1941 for that term and number of occupants, but not more than the maximum rent for similar rooms for the same term and number of occupants in the same hotel or rooming house.

(d) For a room constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable rooms on January 1, 1941, as determined by the owner of such room: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.1855 (c) (1).

(e) For a room with which meals were provided during the thirty-day period determining the maximum rent without separate charge therefor, the rent apportioned by the landlord from the total charge for the room and the meals. The landlord's apportionment shall be fair and reasonable and shall be reported in the registration statement for such room. The Administrator at any time on his own initiative or on application of the tenant may by order decrease the maximum rent established by such apportionment if he finds that the apportionment was unfair or unreasonable.

Every landlord who provides meals with accommodations shall make separate charges for the two. No landlord shall require the taking of meals as a

condition of renting any room unless the room was rented or offered for rent on that basis on June 15, 1942.

§ 1388.1855 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. Except in cases under paragraphs (a) (7) and (c) (4) of this section, every adjustment of a maximum rent shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable rooms on January 1, 1941: *Provided, however,* That no maximum rent shall be increased because of a major capital improvement or an increase in services, furniture, furnishings or equipment, by more than the amount which the Administrator finds would have been on January 1, 1941 the difference in the rental value of the accommodations by reason of such improvement or increase. In cases involving construction due consideration shall be given to increased costs of construction, if any, since January 1, 1941. In cases under paragraphs (a) (7) and (c) (4) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable rooms during the year ending January 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been, since the thirty-day period or the order determining the maximum rent for the room, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, on or prior to January 1, 1941, and within the six months ending on that date, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent during the thirty-day period ending on January 1, 1941, was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the room since the thirty-day period or the order determining its maximum rent.

(4) The rent during the thirty-day period determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant, or by an allowance or discount to a tenant of a class of persons to whom the landlord regularly offered such an allowance or discount, and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable rooms on January 1, 1941.

(5) There was in force on January 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable rooms on January 1, 1941.

(6) The rent during the thirty-day period determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) The rent during the thirty-day period determining the maximum rent for the room was substantially lower than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on the effective date of this Maximum Rent Regulation, the services provided for a room are less than those provided on the date or during the thirty-day period determining the maximum rent, the landlord shall either restore the services to those provided on the date or during the thirty-day period determining the maximum rent and maintain such services, or, within 30 days after such effective date, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for the room is higher than the rent generally prevailing in the Defense-Rental Area for comparable rooms on January 1, 1941.

(2) There has been a substantial deterioration of the room other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the room since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent for the room was substantially higher than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of this Maximum Rent Regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable rooms on January 1, 1941.

§ 1388.1856 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant of a room within a hotel or rooming house shall be removed from such room, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation; or

(2) The tenant has unreasonably refused the landlord access to the room for the purpose of inspection or of showing the room to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the room is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the room for an immoral or illegal purpose; or

(4) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the room or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(5) The landlord seeks in good faith not to offer the room for rent. If a tenant has been removed or evicted from a room under this paragraph (a) (5) such room shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the room during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) At the time of commencing any action to remove or evict a tenant (except on action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(d) The provisions of this section do not apply to:

(1) A subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant; or

(2) A tenant occupying a room within a hotel on a daily or weekly basis; or a tenant occupying on a daily basis a room within a rooming house which has heretofore usually been rented on daily basis.

No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.1857 *Registration.* (a) Within 45 days after the effective date of this Maximum Rent Regulation, every landlord of a room rented or offered for rent shall file a written statement on the form provided therefor, containing such information as the Administrator shall require, to be known as a registration statement. Any maximum rent established after the effective date of this Maximum Rent Regulation under paragraphs (b) or (c) of § 1388.1854 shall be reported either on the first registration statement or on a statement filed within 5 days after such rent is established.

(b) Every landlord shall conspicuously display in each room rented or offered for rent a card or sign plainly stating the maximum rent or rents for all terms of occupancy and for all numbers of occupants for which the room is rented or offered for rent. Where the taking of meals by the tenant or prospective tenant is a condition of renting such room, the card or sign shall so state. Should the maximum rent or rents for the room be changed by order of the Administrator, the landlord shall alter the card or sign so that it states the changed rent or rents.

(c) No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

§ 1388.1858 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of a room and any tenant shall permit such inspection of the room by the Administrator as he may, from time to time, require.

§ 1388.1859 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of a room, by requiring the tenant to pay or obligate himself for membership or other fees, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with the room, or otherwise.

§ 1388.1860 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.1861 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (1300.201 to 1300.247, inclusive).

§ 1388.1862 *Petitions for amendment.* Persons seeking any amendment of general applicabilit, to any provision of this Maximum Rent Regulation may file petitions therefor in accordance with Procedural Regulation No. 3 (1300.201 to 1300.247, inclusive).

§ 1388.1863 *Definitions.* (a) When used in this Maximum Rent Regulation:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The "Area Rent Office" means the office of the Rent Director in the Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes (including houses, apartments, hotels, rooming or boarding house accommodations, and other properties used for living or dwelling purposes), together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "room" means a room or group of rooms rented or offered for rent as a unit in a hotel or rooming house. The term includes ground rented as space for a trailer.

(8) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of a room.

(9) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any room, or an agent of any of the foregoing.

(10) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any room.

(11) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of a room or for the transfer of a lease of such room.

(12) The term "term of occupancy" means occupancy on a daily, weekly or monthy basis.

(13) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(14) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly, or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation.

§ 1388.1864 *Effective Date of the Regulation.* This Maximum Rent Regulation (§§ 1388.1851 to 1388.1864, inclusive) shall become effective July 1, 1942.

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6142; Filed, June 30, 1942; 12:14 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation 30A]

HOTELS AND ROOMING HOUSES

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas set out in § 1388.1901 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for rooms in hotels and rooming houses within each such Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

AUTHORITY: §§ 1388.1901 to 1388.1914, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.1901 *Scope of regulation.* (a) This Maximum Rent Regulation applies to all rooms in hotels and rooming houses within each of the following Defense Rental Areas (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designation and Rent Declaration (§§ 1388.1101 to 1388.1105, inclusive) issued by the Administrator on April 28, 1942, except as provided in paragraph (b) of this section:

(1) The Anniston Defense-Rental Area, consisting of the Counties of Calhoun and Cleburne, in the State of Alabama.

(2) The Huntsville Defense-Rental Area, consisting of the Counties of Limestone, Madison, and Morgan, in the State of Alabama.

(3) The Muscle Shoals Defense-Rental Area, consisting of the Counties of Colbert and Lauderdale, in the State of Alabama.

(4) The Talladega Defense-Rental Area, consisting of the Counties of St. Clair, Shelby, and Talladega, in the State of Alabama.

(5) The New Haven Defense-Rental Area, consisting of the Towns of Ansonia, Branford, Derby, East Haven, Guilford, Hamden, Madison, Milford, New Haven, North Branford, North Haven, Orange, Seymour, West Haven, and Woodbridge, in the County of New Haven, in the State of Connecticut.

(6) The New London Defense-Rental Area, consisting of the Counties of New London and Windham, in the State of Connecticut.

(7) The Jacksonville, Florida Defense-Rental Area, consisting of the County of Duval, in the State of Florida.

(8) The Macon Defense-Rental Area, consisting of the Counties of Bibb, Houston, and Peach, in the State of Georgia.

(9) The Joliet Defense-Rental Area, consisting of the County of Will, in the State of Illinois.

(10) The La Porte-Michigan City Defense-Rental Area, consisting of the Counties of La Porte and Starke, in the State of Indiana.

(11) The Junction City-Manhattan Defense-Rental Area, consisting of the Counties of Geary and Riley, in the State of Kansas.

(12) The Bath Defense-Rental Area, consisting of the Counties of Lincoln and Sagadahoc, in the State of Maine.

(13) The Niles Defense-Rental Area, consisting of the County of Berrien, in the State of Michigan.

(14) The Biloxi-Pascagoula Defense-Rental Area, consisting of the Counties of Harrison and Jackson, in the State of Mississippi.

(15) The Hattiesburg Defense-Rental Area, consisting of the County of Forrest, in the State of Mississippi.

(16) The Rolla-Waynesville Defense-Rental Area, consisting of the Counties of Laclede, Phelps, and Pulaski, in the State of Missouri.

(17) The Massena Defense-Rental Area, consisting of the County of St. Lawrence, in the State of New York.

(18) The Watertown Defense-Rental Area, consisting of the County of Jefferson, in the State of New York.

(19) The Fayetteville Defense-Rental Area, consisting of the Counties of Cumberland and Hoke, in the State of North Carolina.

(20) The Dayton Defense-Rental Area, consisting of the Counties of Champaign, Clark, Darke, Greene, Miami, Montgomery, and Preble, in the State of Ohio.

(21) The Lawton Defense - Rental Area, consisting of the County of Comanche, in the State of Oklahoma.

(22) The Sharon-Farrell Defense-Rental Area, consisting of the County of Mercer, in the State of Pennsylvania.

(23) The Abilene Defense - Rental Area, consisting of the Counties of Callahan, Jones, and Taylor, in the State of Texas.

(24) The Beaumont-Port Arthur Defense-Rental Area, consisting of the Counties of Jefferson and Orange, in the State of Texas.

(25) The El Paso Defense-Rental Area, consisting of the County of El Paso, in the State of Texas.

(26) The Radford-Pulaski Defense-Rental Area, consisting of the Independent City of Radford, and the Counties of Montgomery and Pulaski, in the State of Virginia.

(27) The Morgantown Defense-Rental Area, consisting of the Counties of Marion and Monongalia, in the State of West Virginia.

(b) This Maximum Rent Regulation does not apply to the following:

(1) Rooms situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Rooms occupied by domestic servants, caretakers, managers, or other employees to whom the rooms are provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the rooms are a part;

(3) Rooms in hospitals, or rooms of charitable or educational institutions used in carrying out their charitable or educational purposes;

(4) Entire structures or premises used as hotels or rooming houses, as distinguished from the rooms within such hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of this Maximum Rent Regulation.

§ 1388.1902 *Prohibitions.* (a) Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after the effective date of this Maximum Rent Regulation of any room in a hotel or rooming house within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation may be demanded or received.

(b) No tenant shall be required to change his term of occupancy if that will result in the payment of a higher amount per day than the maximum rent established for his present term of occupancy. Where, on June 15, 1942, or between that date and the effective date of this Maximum Rent Regulation, a room was regularly rented or offered for rent for a weekly or monthly term of occupancy, the landlord shall continue to offer the room for rent for that term of occupancy, unless he offers another term of occupancy for a rent which results in the payment of an amount no higher per day.

§ 1388.1903 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation are for rooms including, as a minimum, services of the same type, quantity, and quality as those provided on the date or during the thirty-day period determining the maximum rent. If, on the effective date of this Maximum Rent Regulation, the services provided for rooms are less than such minimum services, the landlord shall either restore and maintain the minimum services, or within 30 days after such effective date, file a petition pursuant to § 1388.1905 (b) for approval of the decreased services. In all other cases, except as provided in § 1388.1905 (b), the landlord shall provide the minimum services unless and until an order is entered pursuant to that section approving a decrease of such services.

§ 1388.1904 *Maximum rents.* This section establishes separate maximum rents for different terms of occupancy (daily, weekly or monthly) and numbers of occupants of a particular room. Maximum rents for rooms in a hotel or rooming house (unless and until changed by the Administrator as provided in § 1388.1905) shall be:

(a) For a room rented or regularly offered for rent during the thirty days ending on April 1, 1941, the highest rent for each term or number of occupants for which the room was rented during that thirty-day period; or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(b) For a room neither rented nor regularly offered for rent during the thirty days ending on April 1, 1941, the highest rent for each term or number of occupants for which the room was rented during the thirty days commencing when it was first offered for rent after April 1, 1941; or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(c) For a room rented for a particular term or number of occupants for which no maximum rent is established under paragraphs (a) or (b) of this section, the first rent for the room after April 1, 1941 for that terms and number of occupants, but not more than the maximum rent for similar rooms for the same term and number of occupants in the same hotel or rooming house.

(d) For a room constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable rooms on April 1, 1941, as determined by the owner of such room: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.1905 (c) (1).

(e) For a room with which meals were provided during the thirty-day period determining the maximum rent without separate charge therefor, the rent apportioned by the landlord from the total charge for the room and the meals. The landlord's apportionment shall be fair and reasonable and shall be reported in the registration statement for such room. The Administrator at any time on his own initiative or on application of the tenant may by order decrease the maximum rent established by such apportionment if he finds that the apportionment was unfair or unreasonable.

Every landlord who provides meals with accommodations shall make separate charges for the two. No landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on June 15, 1942.

§ 1388.1905 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. Except in cases under paragraphs (a) (7) and (c) (4) of this section, every adjustment of a maximum rent shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable rooms on April 1, 1941: *Provided, however,* That no maximum rent shall be increased, because of a major capital improvement or an increase in services, furniture, furnishings or equipment, by more than the amount which the Administrator finds would have been on April 1, 1941 the difference in the rental value of the accommodations by reason of such improvement or increase. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (4) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable rooms during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been, since the thirty-day period or the order determining the maximum rent for the room, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, on or prior to April 1, 1941 and within the six months ending on that date, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent during the thirty-day period ending on April 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the room since the thirty-day period or the order determining its maximum rent.

(4) The rent during the thirty-day period determining the maximum rent was materially affected by the blood, personal or other special relationship between landlord and the tenant, or by an allowance or discount to a tenant of a class of persons to whom the landlord regularly offered such an allowance or discount, and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable rooms on April 1, 1941.

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable rooms on April 1, 1941.

(6) The rent during the thirty-day period determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) The rent during the thirty-day period determining the maximum rent for the room was substantially lower than at other times of the year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on the effective date of this Maximum Rent Regulation, the services provided for a room are less than those provided on the date or during the thirty-day period determining the maximum rent, the landlord shall either restore the services to those provided on the date or during the thirty-day period determining the maximum rent and maintain such services or, within 30 days after such effective date, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for the room is higher than the rent generally prevailing in the Defense-Rental Area for comparable rooms on April 1, 1941.

(2) There has been a substantial deterioration of the room other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnish-

ings or equipment provided with the room since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent for the room was substantially higher than at other times of the year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of this Maximum Rent Regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable rooms on April 1, 1941.

§ 1388.1906 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant of a room within a hotel or rooming house shall be removed from such room, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation; or

(2) The tenant has unreasonably refused the landlord access to the room for the purpose of inspection or of showing the room to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the room is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the room for an immoral or illegal purpose; or

(4) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the room or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(5) The landlord seeks in good faith not to offer the room for rent. If a tenant has been removed or evicted from a room under this paragraph (a) (5), such room shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the room during such six-month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(d) The provisions of this section do not apply to:

(1) A subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant; or

(2) A tenant occupying a room within a hotel on a daily or weekly basis; or a tenant occupying on a daily basis a room within a rooming house which has heretofore usually been rented on a daily basis.

No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.1907 *Registration.* (a) Within 45 days after the effective date of this Maximum Rent Regulation, every landlord of a room rented or offered for rent shall file a written statement on the form provided therefor, containing such information as the Administrator shall require, to be known as a registration statement. Any maximum rent established after the effective date of this Maximum Rent Regulation under paragraphs (b) or (c) of § 1388.1904 shall be reported either on the first registration statement or on a statement filed within 5 days after such rent is established.

(b) Every landlord shall conspicuously display in each room rented or offered for rent a card or sign plainly stating the maximum rent or rents for all terms of occupancy and for all numbers of occupants for which the room is rented or offered for rent. Where the taking of meals by the tenant or prospective tenant is a condition of renting such room, the card or sign shall so state. Should the maximum rent or rents for the room be changed by order of the Administrator, the landlord shall alter the card or sign so that it states the changed rent or rents.

(c) No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

§ 1388.1908 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of a room and any tenant shall permit such inspection of the room by the Administrator as he may, from time to time, require.

§ 1388.1909 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of a room, by requiring the tenant to pay or obligate himself for membership or other fees, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with the room, or otherwise.

§ 1388.1910 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.1911 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1912 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1913 *Definitions.* (a) When used in this Maximum Rent Regulation:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may

be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The "Area Rent Office" means the office of the Rent Director in the Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes (including houses, apartments, hotels, rooming or boarding house accommodations, and other properties used for living or dwelling purposes), together with all privileges, services, furnishings, furniture, equipment, facilities, and improvements connected with the use or occupancy of such property.

(7) The term "room" means a room or group of rooms rented or offered for rent as a unit in a hotel or rooming house. The term includes ground rented as space for a trailer.

(8) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of a room.

(9) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any room, or an agent of any of the foregoing.

(10) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any room.

(11) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of a room or for the transfer of a lease of such room.

(12) The term "term of "occupancy" means occupancy on a daily, weekly or monthly basis.

(13) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(14) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly, or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation.

§ 1388.1914 *Effective date of the Regulation.* This Maximum Rent Regulation (§§1388.1901 to 1388.1914, inclusive) shall become effective July 1, 1942.

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6143; Filed, June 30, 1942; 12:13 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation 31A]

HOTELS AND ROOMING HOUSES

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas and the portion of the Parsons Defense-Rental Area set out in § 1388.1951 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941, defense activities had not yet resulted in increases in rents for housing accommodations within each such Defense-Rental Area and the said portion of the Parsons Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area and the said portion of the Parsons Defense-Rental Area on or about July 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for rooms in hotels and rooming houses within each such Defense-Rental Area and the said portion of the Parsons Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

AUTHORITY: §§ 1388.1951 to 1388.1964, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.1951 *Scope of Regulation.* (a) This Maximum Rent Regulation applies to all rooms in hotels and rooming houses within each of the following Defense-Rental Areas and the following portion of a Defense-Rental Area (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designation and Rent Declaration (§§ 1388.1151 to 1388,1155, inclusive) issued by the Administrator on April 28, 1942, except as provided in paragraph (b) of this section:

(1) The Indianapolis Defense-Rental Area, consisting of the County of Marion, in the State of Indiana.

(2) That portion of the Parsons Defense-Rental Area consisting of the County of Labette, in the State of Kansas.

(3) The Minden Defense-Rental Area, consisting of the Parish of Webster, in the State of Louisiana.

(4) The Joplin-Neosho Defense-Rental Area, consisting of the Counties of Jasper and Newton, in the State of Missouri.

(5) The Lorain-Elyria Defense-Rental Area, consisting of the County of Lorain, in the State of Ohio.

(6) The Texarkana Defense-Rental Area, consisting of the County of Bowie, in the State of Texas; and the County of Miller, in the State of Arkansas.

(b) This Maximum Rent Regulation does not apply to the following:

(1) Rooms situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Rooms occupied by domestic servants, caretakers, managers, or other employees to whom the rooms are provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the rooms are a part;

(3) Rooms in hospitals, or rooms of charitable or educational institutions used in carrying out their charitable or educational purposes;

(4) Entire structures or premises used as hotels or rooming houses, as distinguished from the rooms within such hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of this Maximum Rent Regulation.

§ 1388.1952. *Prohibitions.* (a) Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after the effective date of this Maximum Rent Regulation of any room in a hotel or rooming house within the Defense-Rental Area higher than the maximum rents provided by this Maximum

Rent Regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation may be demanded or received.

(b) No tenant shall be required to change his term of occupancy if that will result in the payment of a higher amount per day than the maximum rent established for his present term of occupancy. Where, on June 15, 1942, or between that date and the effective date of this Maximum Rent Regulation, a room was regularly rented or offered for rent for a weekly or monthly term of occupancy, the landlord shall continue to offer the room for rent for that term of occupancy, unless he offers another term of occupancy for a rent which results in the payment of an amount no higher per day.

§ 1388.1953 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation are for rooms including, as a minimum, services of the same type, quantity, and quality as those provided on the date or during the thirty-day period determining the maximum rent. If, on the effective date of this Maximum Rent Regulation, the services provided for rooms are less than such minimum services, the landlord shall either restore and maintain the minimum services, or within 30 days after such effective date, file a petition pursuant to § 1388.1955 (b) for approval of the decreased services. In all other cases, except as provided in § 1388.1955 (b), the landlord shall provide the minimum services unless and until an order is entered pursuant to that Section approving a decrease of such services.

§ 1388.1954 *Maximum rents.* This section establishes separate maximum rents for different terms of occupancy (daily, weekly or monthly) and numbers of occupants of a particular room. Maximum rents for rooms in a hotel or rooming house (unless and until changed by the Administrator as provided in § 1388.1955) shall be:

(a) For a room rented or regularly offered for rent during the thirty days ending on July 1, 1941, the highest rent for each term or number of occupants for which the room was rented during that thirty-day period; or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(b) For a room neither rented nor regularly offered for rent during the thirty days ending on July 1, 1941, the highest rent for each term or number of occupants for which the room was rented during the thirty days commencing when it was first offered for rent after July 1, 1941; or, if the room was not rented or was not rented for a particular term or number of occupants during th period, the rent for each term or number of occupants for which it was regularly offered during such period.

(c) For a room rented for a particular term or number of occupants for which no maximum rent is established under paragraphs (a) or (b) of this section, the first rent for the room after July 1, 1941 for that term and number of occupants, but not more than the maximum rent for similar rooms for the same term and number of occupants in the same hotel or rooming house.

(d) For a room constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparabl rooms on July 1, 1941, as determined by the owner of such room: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.1955 (c) (1).

(e) For a room with which meals were provided during the thirty-day period determining the maximum rent without separate charge therefor, the rent apportioned by the landlord from the total charge for the room and the meals. The landlord's apportionment shall be fair and reasonable and shall be reported in the registration statement for such room. The Administrator at any time on his own initiative or on application of the tenant may by order decrease the maximum rent established by such apportionment if he finds that the apportionment was unfair or unreasonable.

Every landlord who provides meals with accommodations shall make separate charges for the two. No landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on June 15, 1942.

§ 1388.1955 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. Except in cases under paragraphs (a) (7) and (c) (4) of this section, every adjustment of a maximum rent shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable rooms on July 1, 1941: *Provided, however,* That no maximum rent shall be increased, because of a major capital improvement or an increase in services, furniture, furnishings or equipment, by more than the amount which the Administrator finds would have been on July 1, 1941 the difference in the rental value of the accommodations by reason of such improvement or increase. In cases involving construction due consideration shall be given to increased costs of construction, if any, since July 1, 1941. In cases under paragraphs (a) (7) and (c) (4) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable rooms during the year ending on July 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been, since the thirty-day period or the order determining the maximum rent for the room, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, on or prior to July 1, 1941 and within the six months ending on that date, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent during the thirty-day period ending on July 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the room since the thirty-day period or the order determining its maximum rent.

(4) The rent during the thirty-day period determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant, or by an allowance or discount to a tenant of a class of persons to whom the landlord regularly offered such an allowance or discount, and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable rooms on July 1, 1941.

(5) There was in force on July 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable rooms on July 1, 1941.

(6) The rent during the thirty-day period determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) The rent during the thirty-day period determining the maximum rent for the room was substantially lower than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on the effective date of this Maximum Rent Regulation, the services provided for a room are less than those provided on the date or during the thirty-day period determining the maximum rent, the landlord shall either restore the services to those provided on the date or during the thirty-day period determining the maximum rent and maintain such services or, within 30 days after such effective date, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for the room is higher than the rent generally prevailing in the Defense-Rental Area for comparable rooms on July 1, 1941.

(2) There has been a substantial deterioration of the room other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the room since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent for the room was substantially higher than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necesary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of this Maximum Rent Regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable rooms on July 1, 1941.

§ 1388.1956 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant of a room within a hotel or rooming house shall be removed from such room, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation; or

(2) The tenant has unreasonably refused the landlord access to the room for the purpose of inspection or of showing the room to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the room is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the room for an immoral or illegal purpose; or

(4) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the room or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(5) The landlord seeks in good faith not to offer the room for rent. If a tenant has been removed or evicted from a room under this paragraph (a) (5), such room shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the room during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) At the time of commencing any action to remove or evict a tenant (except an action based on nonpayment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(d) The provisions of this section do not apply to:

(1) A subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant; or

(2) A tenant occupying a room within a hotel on a daily or weekly basis; or a tenant occupying on a daily basis a room within a rooming house which has heretofore usually been rented on a daily basis.

No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.1957 *Registration.* (a) Within in 45 days after the effective date of this Maximum Rent Regulation, every landlord of a room rented or offered for rent shall file a written statement on the form provided therefor, containing such information as the Administrator shall require, to be known as a registration statement. Any maximum rent established after the effective date of this Maximum Rent Regulation under paragraps (b) or (c) of § 1388.1954 shall be reported either on the first registration statement or on a statement filed within 5 days after such rent is established.

(b) Every landlord shall conspicuously display in each room rented or offered for rent a card or sign plainly stating the maximum rent or rents for all terms of occupancy and for all numbers of occupants for which the room is rented or offered for rent. Where the taking of meals by the tenant or prospective tenant is a condition of renting such room, the card or sign shall so state. Should the maximum rent or rents for the room be changed by order of the Administrator, the landlord shall alter the card or sign so that it states the changed rent or rents.

(c) No payment of rent need be made unless the landlord tenders a receipts for the amount to be paid.

§ 1388.1958 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of a room and any tenant shall permit such inspection of the room by the Administrator as he may, from time to time, require.

§ 1388.1959 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of a room, by requiring the tenant to pay or obligate himself for membership or other fees, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with the room, or otherwise.

§ 1388.1960 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.1961 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1962 *Petition for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation may file peti-

tions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.1963 *Definitions.* (a) When used in this Maximum Rent Regulation:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The "Area Rent Office" means the office of the Rent Director in the Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes (including houses, apartments, hotels, rooming or boarding house accommodations, and other properties used for living or dwelling purposes), together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "room" means a room or group of rooms rented or offered for rent as a unit in a hotel or rooming house. The term includes ground rented as space for a trailer.

(8) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of a room.

(9) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any room, or an agent of any of the foregoing.

(10) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any room.

(11) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of a room or for the transfer of a lease of such room.

(12) The term "term of occupancy" means occupancy on a daily, weekly or monthly basis.

(13) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(14) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly, or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation.

§ 1388.1964 *Effective date of the Regulation.* This Maximum Rent Regulation (§§ 1388.1951 to 1388.1964, inclusive) shall become effective July 1, 1942.

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6145; Filed, June 30, 1942; 12:13 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation 32A]

HOTEL AND ROOMING HOUSES

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas and the portion of the Northeastern New Jersey Defense-Rental Area set out in § 1388.2001 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on April 28, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941, defense activities had not yet resulted in increases in rents for housing accommodations within each such Defense-Rental Area and the said portion of the Northeastern New Jersey Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area and the said portion of the Northeastern New Jersey Defense-Rental Area on or about March 1, 1942. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for rooms in hotels and rooming houses within each such Defense-Rental Area and the said portion of the Northeastern New Jersey Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

AUTHORITY: §§ 1388.2001 to 1388.2014, inclusive, issued under the authority contained in Pub. Law 421, 77th Cong.

§ 1388.2001 *Scope of regulation.* (a) This Maximum Rent Regulation applies to all rooms in hotels and rooming houses within each of the following Defense-Rental Areas and the following portion of a Defense-Rental Area (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designation and Rent Declaration (§§ 1388.1201 to 1388.1205, inclusive) issued by the Administrator on April 28, 1942, except as provided in paragraph (b) of this section:

(1) The San Francisco Bay Defense-Rental Area, consisting of the Counties of Alameda, Contra Costa, Marin, Napa, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Solano, Sonoma, and Yolo, in the State of California.

(2) The Savannah Defense-Rental Area, consisting of the County of Chatham, in the State of Georgia.

(3) The Chicago Defense-Rental Area, consisting of the Counties of Cook, Du Page, Kane, and Lake, in the State of Illinois.

(4) The Rockford Defense - Rental Area, consisting of the Counties of Boone and Winnebago, in the State of Illinois.

(5) The Springfield, Massachusetts Defense-Rental Area, consisting of the Counties of Hampden and Hampshire, in the State of Massachusetts.

(6) The Saginaw-Bay City Defense-Rental Area, consisting of the Counties of Bay, Midland, and Saginaw, in the State of Michigan.

(7) The St. Louis Defense-Rental Area, consisting of the City of St. Louis and the Counties of Jefferson, St. Charles, and St. Louis, in the State of Missouri; and the Counties of Madison, Monroe, and St. Clair, in the State of Illinois.

(8) That portion of the Northeastern New Jersey Defense-Rental Area consisting of the Counties of Bergen, Essex, Hudson, Middlesex, Monmouth, Morris, Passaic, Somerset, and Union, in the State of New Jersey.

(9) The Buffalo Defense-Rental Area, consisting of the Counties of Erie and Niagara, in the State of New York.

(10) The Portland-Vancouver Defense-Rental Area, consisting of the Counties of Clackamas, Multnomah, and Washington, in the State of Oregon; and

the County of Clark in the State of Washington.

(11) The Erie Defense-Rental Area, consisting of the County of Erie, in the State of Pennsylvania.

(12) The Philadelphia-Camden Defense-Rental Area, consisting of the Counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia, in the State of Pennsylvania; and the Counties of Burlington, Camden, and Gloucester, in the State of New Jersey.

(13) The Pittsburgh Defense-Rental Area, consisting of the Counties of Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Washington, and Westmoreland, in the State of Pennsylvania.

(14) The San Antonio Defense-Rental Area, consisting of the Counties of Atascosa, Bandera Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson, in the State of Texas.

(b) This Maximum Rent Regulation does not apply to the following:

(1) Rooms situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Rooms occupied by domestic servants, caretakers, managers, or other employees to whom the rooms are provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the rooms are a part;

(3) Rooms in hospitals, or rooms of charitable or educational institutions used in carrying out their charitable or educational purposes;

(4) Entire structures or premises used as hotels or rooming houses, as distinguished from the rooms within such hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of this Maximum Rent Regulation.

§ 1388.2002 *Prohibitions.* (a) Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after the effective date of this Maximum Rent Regulation of any room in a hotel or rooming house within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation may be demanded or received.

(b) No tenant shall be required to change his term of occupancy if that will result in the payment of a higher amount per day than the maximum rent established for his present term of occupancy. Where, on June 15, 1942, or between that date and the effective date of this Maximum Rent Regulation, a room was regularly rented or offered for rent for a weekly or monthly term of occupancy, the landlord shall continue to offer the room for rent for that term of occupancy, unless he offers another term of occupancy for a rent which results in the payment of an amount no higher per day.

§ 1388.2003 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation are for rooms including, as a minimum, services of the same type, quantity, and quality as those provided on the date or during the thirty-day period determining the maximum rent. If, on the effective date of this Maximum Rent Regulation, the services provided for rooms are less than such minimum services, the landlord shall either restore and maintain the minimum services, or within 30 days after such effective date, file a petition pursuant to § 1388.2005 (b) for approval of the decreased services. In all other cases except as provided in § 1388.2005 (b), the landlord shall provide the minimum services unless and until an order is entered pursuant to that Section approving a decrease of such services.

§ 1388.2004 *Maximum rents.* This section establishes separate maximum rents for different terms of occupancy (daily, weekly or monthly) and numbers of occupants of a particular room. Maximum rents for rooms in a hotel or rooming house (unless and until changed by the Administrator as provided in § 1388.2005) shall be:

(a) For a room rented or regularly offered for rent during the thirty days ending on March 1, 1942, the highest rent for each term or number of occupants for which the room was rented during that thirty-day period; or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(b) For a room neither rented nor regularly offered for rent during the thirty days ending on March 1, 1942, the highest rent for each term or number of occupants for which the room was rented during the thirty days commencing when it was first offered for rent after March 1, 1942; or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(c) For a room rented for a particular term or number of occupants for which no maximum rent is established under paragraphs (a) or (b) of this section, the first rent for the room after March 1, 1942 for that term and number of occupants, but not more than the maximum rent for similar rooms for the same term and number of occupants in the same hotel or rooming house.

(d) For a room constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942, as determined by the owner of such room: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.2005 (c) (1).

(e) For a room with which meals were provided during the thirty-day period determining the maximum rent without separate charge therefor, the rent apportioned by the landlord from the total charge for the room and the meals. The landlord's apportionment shall be fair and reasonable and shall be reported in the registration statement for such room. The Administrator at any time on his own initiative or on application of the tenant may by order decrease the maximum rent established by such apportionment if he finds that the apportionment was unfair or unreasonable.

Every landlord who provides meals with accommodations shall make separate charges for the two. No landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on June 15, 1942.

§ 1388.2005 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. Except in cases under paragraphs (a) (7) and (c) (4) of this section, every adjustment of a maximum rent shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942: *Provided, however,* That no maximum rent shall be increased, because of a major capital improvement or an increase in services, furniture, furnishings or equipment, by more than the amount which the Administrator finds would have been on March 1, 1942, the difference in the rental value of the accommodations by reason of such improvement or increase. In cases involving construction due consideration shall be given to increased costs of construction, if any, since March 1, 1942. In cases under paragraphs (a) (7) and (c) (4) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable rooms during the year ending on March 1, 1942.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that: (1) There has been, since the thirty-day period or the order determining the maximum rent for the room, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, on or prior to March 1, 1942 and within the six months ending on that date, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent during the thirty-day period ending on March 1, 1942 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the room since the thirty-day period or the order determining its maximum rent.

(4) The rent during the thirty-day period determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant, or by an allowance or discount to a tenant of a class of persons to whom the landlord regularly offered such an allowance or discount, and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942.

(5) There was in force on March 1, 1942 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942.

(6) The rent during the thirty-day period determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) The rent during the thirty-day period determining the maximum rent for the room was substantially lower than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if be deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on the effective date of this Maximum Rent Regulation, the services provided for a room are less than those provided on the date or during the thirty-day period determining the maximum rent, the landlord shall either restore the services to those provided on the date or during the thirty-day period determining the maximum rent and maintain such services or, within 30 days after such effective date, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for the room is higher than the rent generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942.

(2) There has been a substantial deterioration of the room other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the room since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent for the room was substantially higher than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of this Maximum Rent Regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942.

§ 1388.2006 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant of a room within a hotel or rooming house shall be removed from such room, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation; or

(2) The tenant has unreasonably refused the landlord access to the room for the purpose of inspection or of showing the room to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the room is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the room for an immoral or illegal purpose; or

(4) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the room or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(5) The landlord seeks in good faith not to offer the room for rent. If a tenant has been removed or evicted from a room under this paragraph (a) (5), such room shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the room during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(d) The provisions of this section do not apply to:

(1) A subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant; or

(2) A tenant occupying a room within a hotel on a daily or weekly basis; or a tenant occupying on a daily basis a room within a rooming house which has heretofore usually been rented on a daily basis.

No provision of this section shall be construed to authorize the removal of a

tenant unless such removal is authorized under the local law.

§ 1388.2007 *Registration.* (a) Within 45 days after the effective date of this Maximum Rent Regulation, every landlord of a room rented or offered for rent shall file a written statement on the form provided therefor, containing such information as the Administrator shall require, to be known as a registration statement. Any maximum rent established after the effective date of this Maximum Rent Regulation under paragraphs (b) or (c) of § 1388.2004 shall be reported either on the first registration statement or on a statement filed within 5 days after such rent is established.

(b) Every landlord shall conspicuously display in each room rented or offered for rent a card or sign plainly stating the maximum rent or rents for all terms of occupancy and for all numbers of occupants for which the room is rented or offered for rent. Where the taking of meals by the tenant or prospective tenant is a condition of renting such room, the card or sign shall so state. Should the maximum rent or rents for the room be changed by order of the Administrator, the landlord shall alter the card or sign so that it states the changed rent or rents.

(c) No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

§ 1388.2008 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of a room and any tenant shall permit such inspection of the room by the Administrator as he may, from time to time, require.

§ 1388.2009 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of a room, by requiring the tenant to pay or obligate himself for membership or other fees, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with the room, or otherwise.

§ 1388.2010 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.2011 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.2012 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.2013 *Definitions.* (a) When used in this Maximum Rent Regulation:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The "Area Rent Office" means the office of the Rent Director in the Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes (including houses, apartments, hotels, rooming or boarding house accommodations, and other properties used for living or dwelling purposes), together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "room" means a room or group of rooms rented or offered for rent as a unit in a hotel or rooming house. The term includes ground rented as space for a trailer.

(8) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of a room.

(9) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any room, or an agent of any of the foregoing.

(10) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any room.

(11) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of a room or for the transfer of a lease of such room.

(12) The term "term of occupancy" means occupancy on a daily, weekly or monthly basis.

(13) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(14) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly, or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation.

§ 1388.2014 *Effective date of the Regulation.* This Maximum Rent Regulation §§ 1388.2001 to 1388.2014, inclusive) shall become effective July 1, 1942.

Issued this 30th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-6149; Filed, June 30, 1942; 12:16 p. m.]

Chapter XV—Board of War Communications

[Order No. 11]

PART 1710—CLOSURE OF RADIOTELEGRAPH POINT-TO-POINT CIRCUITS IN THE AGRICULTURE SERVICE

Whereas, The Board of War Communications has determined that the national security and defense and the successful conduct of the war demand the closure of all point-to-point radiotelegraph circuits within the continental United States which are in the Agriculture Service as defined by the Rules and Regulations of the Federal Communications Commission;

Now, therefore, by virtue of the authority vested in the Board by Executive Order No. 8964[1] of December 10, 1941;

It is hereby ordered, That:

§ 1710.1 *Point-to-Point Radiotelegraph Circuits in the Agriculture Service.* All point-to-point radiotelegraph circuits within the continental United States which are in the Agriculture Service as defined by the Rules and Regulations of the Federal Communications Commission be, and they are hereby designated for closure, and, effective midnight July 30, 1942, are closed.

Provided, however, That upon a showing to the Federal Communications Commission that a vital public need, which cannot otherwise be met, will be served by the operation of a particular circuit or circuits, the Board may, upon the recommendation of the Commission, exempt in whole or in part such circuit or circuits from the above closure order or

[1] 6 F.R. 6368.

take other action to meet the public need.

Subject to such further order as the Board may deem appropriate.

Board of War Communications.

JAMES LAWRENCE FLY,
Chairman.

Attest: June 25, 1942.

HERBERT E. GASTON,
Secretary.

[F. R. Doc. 42-6101; Filed, June 29, 1942; 2:16 p. m.]

TITLE 46—SHIPPING

Chapter IV—War Shipping Administration

[General Order 21—Supp. 3]

PART 301—REGULATIONS AFFECTING MARITIME CARRIERS

UNIFORM TANKER VOYAGE CHARTER PARTY (MOLASSES)

Whereas an unlimited National Emergency was proclaimed by the President of the United States on May 27, 1941; and

Whereas, by Executive Order No. 9054,[2] dated February 7, 1942, the President of the United States conferred upon the War Shipping Administration the functions, duties, and powers with respect to the provisions of section 902 of the Merchant Marine Act, 1936, as amended, to requisition or charter the use of any vessel or watercraft owned by citizens of the United States or under construction with the United States, for any period during such emergency; and

Whereas, pursuant to the aforesaid Proclamation and Executive Order of the President and the provisions of section 902 of the Merchant Marine Act, 1936, as amended, the Administrator, War Shipping Administration, has requisitioned and will from time to time requisition the use on a time charter basis of vessels owned by citizens of the United States, and has, and will from time to time, acquire the use on a time charter basis of vessels of citizens of foreign countries.

Now, therefore, it is hereby ordered, That:

§ 301.2b *Uniform tanker voyage charter party (molasses).* (a) Voyage charters entered into by the United States of America, acting by and through the Administrator, War Shipping Administration, or his duly appointed agents, for the carriage of molasses in bulk on vessels the use of which has been requisitioned or acquired by the United States on a time charter basis, shall consist of two parts, designated respectively, Part I and Part II.

(b) The form of Part I of said voyage charter shall be as follows:

Form No. 106
Warshipmolvoy
6/10/42
Part I

Contract No. _____

TANKER VOYAGE CHARTER PARTY (MOLASSES)

PART I

Charter party made as of _____, 194__, at _____ between the United States of America, acting by and through the War Shipping Administration (hereinafter called the "Owner") of the good MS _____ SS _____ (hereinafter called the "Vessel") and _____ (hereinafter called the "Charterer")

This Charter Party consists of this Part I and Part II on the reverse hereof. Unless in this Part I otherwise provided, all of the provisions of Part II shall be part of this Charter Party as though fully incorporated herein.

Net Registered Tonnage of Vessel_____
Classed_____
Loaded Draft of Vessel Applicable for this Voyage, _____ ft. _____ in. in salt water.
Capacity of _____ gallons of Molasses (10% more or less, vessel's option.)
Now_____ Coiled_____
Loading Port _____
Cargo _____
Discharging Port_____
Freight Rate _____
Payable at_____
Readiness Date _____
Cancelling Date_____
Hours for Loading & Discharging _____
Demurrage per hour _____ Last 2 cargoes _____
Special Provisions _____

In witness whereof the parties hereto have executed this agreement, in triplicate, as of the day and year first above written.

UNITED STATES OF AMERICA,
By: WAR SHIPPING ADMINISTRATION,
By: _____,
By: _____,
Agents

Witness the signature of:
_____

Witness the signature of:
_____

(c) The uniform terms and conditions designated Part II, and which in the printed form hereof will appear on the reverse side of Part I, applicable to the carriage of molasses in bulk on all tank vessels time chartered by the War Shipping Administration, shall be as follows:

Form No. 106
Warshipmolvoy
6/10/42
PART II

TANKER VOYAGE CHARTER PARTY (MOLASSES)

PART II

LOADING PORT WARRANTY CARGO DISCHARGING PORT FREIGHT RATE INSPECTOR'S CERTIFICATE

1(a). The vessel, classed as aforesaid and to be so maintained during the currency of this charter, shall, with all convenient dispatch, proceed as ordered to Loading Port or so near thereunto as she may safely get (always afloat), and being tight, staunch and strong, and having all pipes, pumps and heater coils in good order, and being in every respect fitted for the voyage, so far as the foregoing conditions can be attained by the exercise of due diligence, perils of the sea and any other cause of whatsoever kind beyond the Owner's control excepted, shall load (always afloat) from the factors of the Charterer a full and complete cargo of Molasses in bulk, not exceeding what she can reasonably stow and carry over and above her tackle, apparel, stores and furniture (sufficient space to be left in the expansion tanks to provide for the expansion of the cargo), and being so loaded shall forthwith proceed, as ordered on signing Bills of Lading, to Discharging Port, or so near thereunto as she may safely get (always afloat), and deliver said cargo. The freight shall be at and after the rate stipulated in Part I hereof per American measured gallon of molasses, based on Bill of Lading quantity, adjustable on outturn gauge as shown in the Independent Inspectors Certificate of Gauge if cargo is free of duty, or Customs Certificate of Gauge if cargo is dutiable, a copy of certificate in either case to be furnished to Owner's agent by Charterer.

1(b). *Freight payable.* Full freight shall be irrevocably earned on cargo as loaded, vessel and/or cargo lost or not lost; payment to be made in United States Dollars to Owner's Agent at the Agent's place of business as follows:

90% on receipt of figures indicating Bill of Lading quantity shipped, notice of which shall be given promptly by Charterer to Owner's Agent; remainder on receipt of outturn gauge certificate; Bill of Lading quantity conclusive, if vessel and/or cargo lost.

The Owners will, upon completion of loading, order the vessel to sail to the discharging port, the Charterer in any case remaining liable to the Owner for all freight and charges, vessel and/or cargo lost or not lost.

1 (c). *Advances.* Cash shall be advanced by Charterer to the Master or Owner's Agents, if required, for ordinary disbursements at ports of loading and/or discharge at current rates of exchange.

2. *Time for naming loading port.* The Charterer shall name the loading port twenty-four (24) hours prior to the Vessel's readiness to sail from the last previous port of discharge, or from her bunkering port for the voyage, or upon signing this Charter if the Vessel has already sailed. Any extra expenses incurred by reason of the Charterer's delay in furnishing loading port orders shall be paid for by the Charterer, and any time thereby lost to the Vessel shall count as used lay time.

2 (a) *Rotation of ports.* Except as provided in Clause 14, if vessel loads at more than one port the ports shall be in geographical rotation either toward last loading port or toward the port of discharge.

3. *Readiness and cancelling date.* Lay time shall not commence before the readiness date stipulated in Part I hereof, except with the Charterer's sanction, and should the Vessel not be ready to load by 4:00 o'clock P. M. (local time) on the cancelling date stipulated in Part I hereof, the Charterer shall have the option of cancelling this Charter by giving Owner notice of such cancellation within twenty-four (24) hours after such cancellation date; otherwise this Charter to remain in full force and effect.

4. *Notice of readiness.* The Master or his representative shall give the Charterer or his agent at the ports of loading and discharge notice in writing during ordinary business hours that the Vessel is ready to load or discharge cargo, berth or no berth, and lay time shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i. e., finished mooring when at a sealoading or discharging terminal, and all fast when loading or discharging alongside a wharf), whichever first occurs: *Provided, however,* That where, because of routing instructions or other orders of the Owner over which the Charterer has no control, delay is caused to the Vessel for more than six (6) hours after notice of readiness is given, in waiting turn to load or discharge, lay time shall not commence until Vessel is berthed.

5. *Hours for loading and discharging.* Such number of running hours as are stipulated in Part I hereof shall be allowed the Charterer as lay time for loading and discharging cargo; but if the Vessel's condition or facilities do not admit of loading and discharging in the time allowed, then the additional time necessary therefor shall be included in lay time. If regulations of the Owner or port authorities prohibit loading or discharging of the cargo at night, time so lost shall not count as used lay time; if the Charterer, Shipper or Consignee prohibits loading or discharging

[1] 7 F.R. 1505, 4386.
[2] 7 F.R. 837.

at night, time so lost shall count as used lay time.

5 (a). If vessel loads at more than one port lay time shall commence at each additional port when Vessel passes over bar going in and count until Vessel passes over bar coming out. However, if the tide is suitable upon completion of loading and Vessel delays her sailing, time lost thereby shall not count as lay time. If, on completion of loading, tide is not favorable and Vessel does not sail at next favorable tide, time lost thereafter until time of sailing shall not count as lay time.

6 (a). *Safe berth.* The Vessel shall load and discharge at any safe place or wharf, or alongside vessels or lighters reachable on her arrival, which shall be designated and secured by the Charterer, any lighterage being at the expense, risk and peril of the Charterer, provided that the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat. The Charterer shall have the right of shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all expenses incurred, except as stated in Clause 14 hereof. Time consumed on account of shifting shall count as used lay time, except as stated in Clause 14.

7. *Pumping in and out.* The cargo shall be pumped into the Vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the Charterer or its Consignee. The Vessel shall supply her pumps and the necessary steam for discharging in all ports where the regulations permit of fire on board, as well as necessary hands. Should regulations not permit fires on board, the Charterer or Consignee shall supply, at its expense, all steam necessary for discharging as well as loading, but the Owner shall pay for steam supplied to the Vessel for all other purposes. If cargo is loaded from lighters, the Vessel, if permitted to have fires on board, shall, if required, furnish steam to lighters at Charterer's expense for pumping cargo into the Vessel.

8. *Hoses.* Hoses for loading and discharging to be furnished by Charterer at its risk and expense.

9. *Dead freight.* Should the Charterer fail to supply a full cargo, the Vessel may, at the Master's option, and shall, upon request of the Charterer, proceed on her voyage, provided that the tanks in which cargo is loaded are sufficiently filled to put her in seaworthy condition. In that event, however dead freight shall be paid on the difference between the quantity loaded and the quantity the Vessel would have carried if loaded to her minimum permissible freeboard for the voyage.

10. *Demurrage.* Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate stipulated in Part I for all time that loading and discharging and used lay time as elsewhere herein provided exceeds the allowed lay time herein specified. If, however, demurrage shall be incurred at ports of loading and/or discharge because of fire or explosion in or about the plant, or because of breakdown of machinery of the Charterer, shipper, or consignee of the cargo, the rate of demurrage shall be reduced to one-half the rate stipulated in Part I hereof per running hour and pro rata of such reduced rate for part of an hour for demurrage so incurred.

11. *Dues wharfage.* Dues and other charges on the cargo shall be paid by the Charterer, and dues and other charges on the Vessel shall be paid by the Owner. The Vessel, however, shall always be free of wharfage, dockage, and quay dues.

12. *Previous cargo.* The last two successive cargoes carried, or to be carried, by the Vessel immediately preceding her entering upon this Charter consisted, or will consist, of cargoes as stipulated in Part I hereof.

13. *Heating cargo.* 48 hours before arrival at discharging berth, if required by Charterer, Vessel shall apply heat gradually to cargo so that on arrival at discharging berth cargo is heated to between 85° and 90° Fahrenheit at coils. If required by Charterer, after Vessel has arrived at discharging berth, Vessel shall increase temperature and maintain it to 100° Fahrenheit or over during discharge. Steam shall be supplied at Owner's expense.

14. *Two ports counting as one.* The following: Paulsboro and Philadelphia; Camden and Philadelphia; Antilla and Preston; Deseo and Guantanamo; and any two of the following: Bufadero, Nuevitas, Pastelillo and Puerto Tarafa; Guayabal, Manopla and Santa Cruz del Sur, shall be regarded as in one port, and all expenses incurred in shifting shall be for account of the Owner, except that any extra port charges by reason of calling at the second port in each group shall be for account of the Charterer. The order of ports in any of the foregoing groups shall be at the Charterer's option. Time consumed in shifting shall not count as used lay time.

15. *Ice.* In case port of loading or discharge should be inaccessible owing to ice, the Vessel shall direct her course according to Master's judgment, notifying by telegraph or radio, if available, the Charterer, Shipper or Consignee, who is bound to telegraph or radio orders for another port (at its option), which is free from ice, and where there are facilities for the loading or reception of Molasses in Bulk. The whole of the time occupied from the time the Vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge as the case may be shall be paid for by the Charterer at the rate stipulated in Part I hereof.

16. If on Vessel's arrival off the port of loading or discharge there is danger of the Vessel being frozen in, the Master shall communicate by telegraph or radio, if available, with the Charterer, Shipper or Consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port as per Clause 15, where there is no danger of ice and where there are the necessary facilities for the loading or reception of Molasses in bulk, or to remain at the original port at their risk, and in either case Charterer to pay for the time that the Vessel may be delayed, at the rate stipulated in Part I hereof.

17. *Quarantine.* Should the Charterer send the Vessel to any port or place where a quarantine exists, any delay thereby caused to the Vessel shall count as used lay time; but should the quarantine not be declared until the Vessel is on passage to such port, the Charterer shall not be liable for any resulting delay.

18. If the Vessel, prior to or after entering upon this Charter, has docked or docks at any wharf which is not rat-free or stegomyia-free, she shall, before proceeding to a rat free or stegomyia-free wharf, be fumigated by the Owner at his expense, except that if the Charterer ordered the Vessel to the infected wharf he shall bear the expenses of fumigation.

19. *Cleaning.* If requested by the Charterer the Vessel will steam the tanks, pipes and pumps of the Vessel or Butterworth en route to loading port and there pump water ballast and/or slops into shore tank or barge to be supplied by Charterer immediately on arrival. Any delay in furnishing these facilities shall count as used lay time. Any further cleaning, if required, shall be done by and at the expense of Charterer and time consumed shall count as used lay time. If Charterer does not require additional cleaning at port of loading Owner shall not be responsible for any damage caused to or contamination of cargo, by reason of failure to have the tanks properly cleaned for receiving the shipment. Except as may otherwise be indicated in Part I, the Vessel shall not be responsible for leakage, shrinkage, difference between reported intake and reported outturn, deterioration, discoloration, or change in quality of the cargo, nor for any consequences arising out of shipping more than one grade of cargo.

20 (a). *Act of God, etc.* The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage, or delay or failure in performing hereunder, arising or resulting from:—any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or Owner, Shipper or Consignee of the cargo, their agents or representatives; insufficiency of packing; insufficient or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, eqipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from:—Act of God; act of war; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers of people, or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion.

20 (b). *Water ballast.* Charges for handling, storing or disposing of water ballast at loading port to be for account of Charterer.

20 (c). *Taxes.* Any Habilitacion tax, customs overtime, and taxes on freight at loading or discharging ports, also any unusual taxes, assessment and governmental charges that are not presently in effect but in the future may be imposed on the vessel or freight are to be borne by Charterer.

21. *Jason clause.* In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Owner is not responsible by statute, contract, or otherwise, the cargo shippers, consignees, or owners of the cargo shall contribute with the Owner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the salving ship or ships belong to strangers.

22. *General average.* General average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the Owner, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into

United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Owner, must be furnished before delivery of the cargo. Such cash deposit as the Owner or his agents may deem sufficient as additional security for the contribution of the cargo and for any salvage and special charges thereon, shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owner before delivery. Such deposit shall, at the option of the Owner, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money.

23. *Deviation.* The Vessel shall have liberty to call at any ports in any order, to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property or of landing any ill or injured person on board, and to call for fuel at any port or ports in or out of the regular course of the voyage. Any salvage shall be for the sole benefit of the Owner.

24. *Bills of lading.* Bills of Lading, in the form appearing below, for cargo shipped shall be signed by the Master as requested. Any Bill of Lading signed by the Master or Agent of the Owner shall be without prejudice to the terms, conditions and exceptions of this Charter. The Charterer hereby agrees to indemnify and hold harmless the Owner, the Master, and the Vessel from all consequences or liabilities that may arise from the Charterer or its agents, or the Master, signing bills of lading or other documents inconsistent with this Charter, or from any irregularity in papers supplied by the Charterer or its agents, or from complying with its or its agents' orders.

25. *Clause paramount.* All Bills of Lading issued hereunder shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated therein, and nothing therein or herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of any Bill of Lading issued hereunder be repugnant to said Act to any extent, such term shall be void to that extent but no further.

26. *Both to blame.* If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owner against all loss or liability to the other or non-carrying ship or her Owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

27. *Lien.* The Owner shall have an absolute lien on the cargo for all freight, dead freight, demurrage and costs, including attorney's fees, of recovering the same, which lien shall continue after delivery of the cargo into the possession of the Charterer, or of the holders of any Bills of Lading covering the same, or of any storageman.

28. *Agents.* The Owner shall appoint Vessel's agents at all ports.

29 (a). *War clause.* In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Owner or Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the Vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the cargo at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the Owner may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the cargo at port of shipment and upon their failure to do so, may warehouse the cargo at the risk and expense of the cargo; or the Owner or Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the cargo there, may discharge the cargo into depot, lazarette, craft or other place; or the Vessel may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the Master or the Owner may consider safe or advisable under the circumstances, and discharge the cargo, or any part thereof, at any such port or place; or the Owner or the Master may retain the cargo on board until the return trip or until such time as the Owner or the Master thinks advisable and discharge the cargo at any place whatsoever as herein provided or the Owner or the Master may discharge and forward the cargo by any means at the risk and expense of the cargo. The Owner or the Master is not required to give notice of discharge of the cargo, or the forwarding thereof as herein provided. When the cargo is discharged from the Vessel, as herein provided, it shall be at its own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Owner shall be freed from any further responsibility. For any service rendered to the cargo as herein provided, the Owner shall be entitled to a reasonable extra compensation.

29 (b). The Owner, Master and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, route, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the Vessel, the right to give such orders or directions. Delivery or other disposition of the cargo in accordance with such orders or directions shall be a fulfillment of the contract voyage. The Vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

29 (c). In addition to all other liberties herein the Owner shall have the right to withhold delivery of, reship to, deposit or discharge the cargo at any place whatsoever, surrender or dispose of the cargo in accordance with any direction, condition or agreement imposed upon or exacted from the Owner by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the cargo shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the cargo.

30. *Priority.* All agreements of the Owner contained in this Charter Party shall be subject to any orders or instructions of priority or requisition issued by the United States Government or the Government of the flag of the Vessel or any agencies thereof, or the requirements or naval or military authorities or other Agencies of Government.

31. *Limitation of liability.* Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner or Chartered Owner of vessels by any statute or rule of law for the time being in f rce.

32. *Approval.* The voyage under this Charter is subject to the approval of the War Shipping Administration and any conditions imposed by said Administration pursuant to the Ship Warrants Act (Public Law 173, 77th Congress).

33. *Assignment.* Subject to the approval of War Shipping Administration, the Charterer shall have the option of subletting or assigning this Charter to any individual or company, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

34. *Breach.* Damages for breach of this Charter shall include all provable damages, and all costs of suit and attorney fees incurred in any action hereunder.

35. *Members of Congress.* No member of or delegate to the Congress, nor Resident Commissioner, shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except as provided in Section 116 of the Act approved March 4, 1909.

36. *Definition of "Owner".* Wherever the word "Owner" appears herein same shall be deemed to include a Time Charterer, Demise Charterer, or a Requisition Charterer or user.

37. This Charter Party consists of this Part II and of Part I on the reverse hereof. Unless in this Part II otherwise provided, all of the provisions of said Part I shall be part of this Charter Party as though fully incorporated herein. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

BILL OF LADING

Shipped in apparent good order and condition by_____ on board the _____ Motorship _____ Steamship _____ whereof _____ is Master, at the port of _____ _____ to be delivered at the port of _____ or so near thereto as the Vessel can safely get, always afloat, unto _____ or order on payment of freight at the rate of _____. This shipment is carried under and pursuant to the terms of the Charter dated _____ at _____ _____ between _____ and _____, as Charterer, and all the terms whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

In Witness Whereof, the Master has signed _____ Bills of Lading of this

tenor and date, one of which being accomplished, the other will be void.

Dated at ---------- this ------ day of ----------

Master

By order of the War Shipping Administration.

[SEAL] W. C. PEET, Jr.,
Secretary.

JUNE 24, 1942.

[F. R. Doc. 42-6110; Filed, June 29, 1942; 3:34 p. m.]

[General Order 12—Supp. 2]

PART 330—TERMS OF COMPENSATION PAYABLE TO GENERAL AGENTS AND AGENTS

TANKERS

AUTHORITY: §§ 330.13 to 330.20, inclusive, issued under E.O. 9054; 7 F.R. 837.

§ 330.13 *Vessels included.* Sections 330.13 to 330.20, inclusive (General Order No. 12[1]), are applicable to services rendered in connection with operations of tank vessels under the standard form of tanker service agreement (Warshipoil-TCA).

§ 330.14 *Effective period.* Sections 330.13 to 330.20, inclusive, shall become effective at the earliest dates permissible under said service agreements.

§ 330.15 *Agent defined.* All persons, firms or corporations designated as "Agent" under a standard form of tanker service agreement (Warshipoil-TCA) shall be entitled to the compensation of Agent under §§ 330.13 to 330.20, inclusive.

§ 330.16 *Sub-agents defined.* A "Sub-Agent" is one who is appointed by an Agent to perform any of the functions of the Agent pursuant to the standard form of tanker service agreement (Warshipoil-TCA). A "Foreign Sub-Agent" is a sub-agent who performs his functions outside the continental limits of the United States.

§ 330.17 *Compensation of agents in continental United States ports.* As compensation for each tanker allocated to an agent to conduct the business of the vessel for the War Shipping Administration, such agent shall be paid at the rate of $400 per month. (Out of this compensation the agent must pay, among other things, all of the Agent's outgoing communication costs except for communications to places outside the continental United States excluding Alaska).

§ 330.18 *Compensation of sub-agents in continental United States ports.* As compensation for services rendered by a sub-agent for both the United States and the owner, the sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of $125 for the first three days the vessel remains in port, and thereafter at the rate of $25 per day for each additional day; provided, no fee shall be paid for the time during which the vessel is laid up for repairs. One-third of this fee shall be for the account of the United States and the remainder shall be for the account of the owner.

As compensation for services rendered by a sub-agent for the United States only, the sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of $45 for the first three days the vessel remains in port, and thereafter at the rate of $10 per day for each additional day; provided, no fee shall be paid for the time during which the vessel is laid up for repairs. The entire fee provided for in this paragraph shall be for the account of the United States.

§ 330.19 *Compensation of sub-agents at ports outside of continental United States.* As compensation for services rendered by a foreign sub-agent for both the United States and the owner, the foreign sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of $125 for the first three days the vessel remains in port, and thereafter at the rate of $25 per day for each additional day; provided, no fee shall be paid for the time during which the vessel is laid up for repairs. One-third of this fee shall be for the account of the United States and the remainder shall be for the account of the owner.

As compensation for services rendered by a foreign sub-agent for the United States only, the foreign sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of $45 for the first three days the vessel remains in port, and thereafter at the rate of $10 per day for each additional day; provided, no fee shall be paid for the time during which the vessel is laid up for repairs. The entire fee provided for in this paragraph shall be for the account of the United States.

§ 330.20 *Brokerage.* No brokerage will be paid except with the prior approval of the Administrator and application for such brokerage will not be considered unless brokerage was formerly paid in such trade.

By order of the War Shipping Administration.

[SEAL] W. C. PEET, Jr.,
Secretary.

JUNE 27, 1942.

[F. R. Doc. 42-6111; Filed, June 29, 1942; 3:34 p. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[General Permit O.D.T. No. 6-4[1]]

PART 521—CONSERVATION OF MOTOR EQUIPMENT—PERMITS

LOCAL DELIVERY CARRIERS[2]

DELIVERIES OF LIQUIDS IN BULK

In accordance with the provisions of paragraph (e) of § 501.36 of General Order O.D.T. No. 6[3] as amended,[4] Chapter II of this Title, Part 501, Subpart E, It is hereby authorized, That:

§ 521.2003 *Deliveries of liquids in bulk.* Any vehicle, the primary carrying capacity of which is occupied by a mounted tank or tanks designed to carry bulk liquids, when operated by a local carrier in the transportation and delivery of liquids in bulk, is hereby exempted from the provisions of General Order O.D.T. No. 6, as amended, Title 49, Chapter II, Part 501, Subpart E, for a period of fifteen (15) days commencing July 1, 1942, and ending July 15, 1942. (E.O. 8989, 6 F.R. 6725; Gen. Order O.D.T. No. 6, 7 F.R. 3008, 7 F.R. 3532, and 7 F.R. 4184)

Issued at Washington, D. C., this 30th day of June 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

[F. R. Doc. 42-6136; Filed, June 30, 1942; 11:59 a. m.]

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[1] 7 F.R. 4496, 4741.

[1] 7 F.R. 4186.
[2] Subpart E.

[3] 7 F.R. 3008.
[4] 7 F.R. 3532; 7 F.R. 4184.

Notices

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. B-154]

C. E. FADDIS

CEASE AND DESIST ORDER

A complaint having been filed on November 26, 1941, by District Board No. 8, pursuant to the provisions of section 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, wherein complainant alleged that C. E. Faddis, a code member producer in District No. 8, wilfully violated the provisions of the Bituminous Coal Act of 1937, and the Schedule of Effective Minimum Prices for District No. 8 for Truck Shipment and further prayed that the Division revoke and cancel the code membership of C. E. Faddis or, in its discretion direct him to cease and desist from further violations of the Act.

Complainant having alleged that the code member violated the Act by selling and delivering between August 14 and 28, 1941, both dates inclusive, approximately 40 tons of high volatile ½" x 0 slack coal (Size Group 8) at 15 cents per net ton f. o. b. the mine when the established effective minimum price therefor as set forth in the Schedule of Effective Minimum Prices for District No. 8 for Truck Shipments was $1.50 per net ton f. o. b. the mine, and selling and delivering between August 14 and 28, 1941, both dates inclusive, approximately 25 tons of run of mine coal (Size Group 6) at $1.50 per net ton f. o. b. the mine when the effective minimum price established therefor as set forth in the Schedule of Effective Minimum Prices for District No. 8 for Truck Shipment was $2.15 per net ton;

Pursuant to an Order of the Acting Director dated January 14, 1942, after

due notice to interested persons, a hearing in this matter having been held on February 17, 1942, before Joseph A. Huston, a duly designated Examiner of the Division, at a hearing room thereof in Middlesboro, Kentucky;

All interested persons having been afforded an opportunity to be present, adduce evidence, cross-examine witnesses, and otherwise participate fully in the hearing; District Board No. 8 and C. E. Faddis having appeared at the hearing and all interested parties having waived the preparation and filing of a report by the Examiner, the record of the proceeding thereupon being submitted to the undersigned; the undersigned having made Findings of Fact, Conclusions of Law and having rendered an opinion which are filed herewith: [1]

Now, therefore, it is ordered, That the code member, his agents, servants, employees, successors or assigns, or any persons acting or claiming to act for or in his behalf, cease and desist from violating section 4 II (e) of the Act or the Schedule of Effective Minimum Prices for District No. 8 For Truck Shipments or from otherwise violating the provisions of the Act, the Code, and the rules and regulations issued thereunder.

It is further ordered, That if code member fails or refuses to comply with this order, the Division may apply to the Circuit Court of Appeals within any Circuit where code member resides or carries on business, for the enforcement thereof or take other appropriate action.

Dated: June 29, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-6119; Filed, June 30, 1942; 10:53 a. m.]

[Docket No. A-1508]

DISTRICT BOARD 4

NOTICE OF AND ORDER FOR HEARING

In the matter of the petition of Bituminous Coal Producers Board for District No. 4 for classification and pricing of gob pile or reject coal for both rail and truck shipment.

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on August 5, 1942, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That D. C. McCurtain or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, take evidence, to continue said hearing from time to time, and to prepare and submit proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearings is hereby given to all parties herein and to persons or entities having an interest in this proceeding and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before —.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of intervention or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of the Bituminous Coal Producers Board for District No. 4 requesting the classification and pricing of gob pile or reject coal for both rail and truck shipment of coal produced in District No. 4.

Dated: June 29, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-6120; Filed, June 30, 1942; 10:53 a. m.]

[Docket No. B-267]

R. & W. COAL COMPANY

ORDER CHANGING PLACE OF HEARING

In the matter of G. H. Ware and C. M. Reese, individually and as copartners, doing business under the name and style of R. & W. Coal Company, a partnership, code member.

The above-entitled matter having been heretofore scheduled for hearing on July 31, 1942 at 10 a. m. at a hearing room of the Bituminous Coal Division at the Post Office Building, Barnesville, Ohio; and

The Acting Director deeming it advisable that the place of said hearing should be changed;

Now, therefore, it is ordered, That the place of hearing in the above-entitled matter be, and the same hereby is, changed from the Post Office Building, Barnesville, Ohio to the County Court House at Zanesville, Ohio; and

It is further ordered, That the Notice of and Order for Hearing dated June 19, 1942, entered in the above-entitled matter shall, in all other respects, remain in full force and effect.

Dated: June 29, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-6121; Filed, June 30, 1942; 10:53 a. m.]

General Land Office.

[Public Land Order 4]

FLORIDA

WITHDRAWING PUBLIC LANDS FOR USE OF THE WAR DEPARTMENT

FOR USE AS AERIAL GUNNERY RANGE

By virtue of the authority vested in the President and pursuant to Executive Order No. 9146 [1] of April 24, 1942, it is ordered as follows:

The following-described public lands are hereby withdrawn, subject to valid existing rights, from all forms of appropriation under the public-land laws, including the mining laws, and reserved for the use of the War Department as an aerial gunnery range:

TALLAHASSEE MERIDIAN

T. 5 S., R. 13 W.,
sec. 10, Lots 1, 2, 3;
containing 120.22 acres.

This order shall take precedence over but shall not rescind or revoke the temporary withdrawal for classification and other purposes made by Executive Order No. 6964 of February 5, 1935, as amended, so far as such order affects the above-described lands.

It is intended that the lands described herein shall be returned to the administration of the Department of the Interior when they are no longer needed for the purpose for which they are reserved.

[SEAL] HAROLD L. ICKES,
Secretary of the Interior.

JUNE 25, 1942.

[F. R. Doc. 42-6117; Filed, June 30, 1942; 10:10 a. m.]

DEPARTMENT OF AGRICULTURE.

Farm Security Administration.

FORSYTH COUNTY, GEORGIA

LOCALITIES DESIGNATED FOR LOANS

Designation of localities in county in which loans, pursuant to Title I of the Bankhead-Jones Farm Tenant Act, may be made.

In accordance with the rules and regulations promulgated by the Secretary of Agriculture on July 1, 1941, loans made in the county mentioned herein, under Title I of the Bankhead-Jones Farm Tenant Act, may be made within the localities herein described and designated. The value of the average farm unit of thirty acres and more in each of these localities has been determined in accordance with the provisions of the

[1] Not filed with the original document.

[1] 7 F.R. 3067.

said rules and regulations. A description of the localities and the determinaitno of value for each follow:

Region V—Georgia

Forsyth County: Locality I—Consisting of district 795, $2,070. Locality II—Consisting of district 835, $1,537. Locality III—Consisting of district 841, $1,808. Locality IV—Consisting of district 878, $1,422. Locality V—Consisting of district 879, $1,312. Locality VI—Consisting of district 880, $1,439. Locality VII—Consisting of district 885, $1,065. Locality VIII—Consisting of district 1276, $1,920. Locality IX—Consisting of district 1351, $1,229. Locality X—Consisting of district 1413, $1,204. Locality XI—Consisting of district 1437, $822. Locality XII—Consisting of district 1599, $1,517. Locality XIII—Consisting of district 1727, $800.

The purchase price limit previously established for the county above-mentioned is hereby cancelled.

Approved June 26, 1942.

[SEAL] C. B. BALDWIN,
Administrator.

[F. R. Doc. 42-6129; Filed, June 30, 1942; 11:09 a. m.]

FEDERAL POWER COMMISSION.

[Docket Nos. G-109, G-112]

ILLINOIS COMMERCE COMMISSION v. NATURAL GAS PIPELINE CO. OF AMERICA AND TEXOMA NATURAL GAS CO.

ORDER POSTPONING HEARING

JUNE 26, 1942.

Illinois Commerce Commission, Complainant, v. Natural Gas Pipeline Company of America and Texoma Natural Gas Company, Defendants.

In the matter of Natural Gas Pipeline Company of America and Texoma Natural Gas Company.

It appearing to the Commission that: Good cause has been shown for the postponement of the hearing in the above-entitled matter;

The Commission *orders* that: The hearing in the above-entitled matters heretofore set for July 20, 1942, be and it is hereby postponed to August 24, 1942, at 10:00 a. m. (C. W. T.), in Room 705, U. S. Customhouse, 610 South Canal Street, Chicago, Illinois.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 42-6116; Filed, June 30, 1942; 10:10 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 4606]

NATIONAL CREPE PAPER ASSOCIATION OF AMERICA, ET AL.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 26th day of June, A. D. 1942.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; as amended 52 Stat. 111; 15 U.S.C.A., section 41),

It is ordered, That W. W. Sheppard, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Wednesday, July 8, 1942, at ten o'clock in the forenoon of that day (Eastern Standard Time) Court Room No. 2, Post Office Building, Philadelphia, Pennsylvania.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 42-6130; Filed, June 30, 1942; 11:14 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Special Order O.D.T. B-6]

KANSAS CITY, MO.—ALBUQUERQUE, N. MEX.

COORDINATION OF MOTOR VEHICLE SERVICE

Directing coordinated operation of passenger carriers by motor vehicle between Kansas City, Missouri, and Albuquerque, New Mexico.

Upon consideration of the application for authority to coordinate motor vehicle service in the transportation of passengers filed with this Office by The Santa Fe Trail Transportation Company, Wichita, Kansas, and Southwestern Greyhound Lines., Inc., Fort Worth, Texas, and in order to assure maximum utilization of the facilities, services, and equipment of common carriers of passengers by motor vehicle, and to conserve and providently utilize vital equipment, material, and supplies, including rubber, the attainment of which purposes is essential to the successful prosecution of the war.

It is hereby ordered, That:

1. The Santa Fe Trail Transportation Company and Southwestern Greyhound Lines, Inc., (hereinafter called "carriers"), respectively, in the transportation of passengers on the routes served by them between Kansas City, Missouri, and Albuquerque, New Mexico, as common carriers by motor vehicle, shall:

(a) Honor each other's tickets between all points common to their lines where equal fares apply and divert to each other traffic routed between such points for the purpose of relieving overloads and reducing the operation of additional equipment in extra sections;

(b) Adjust and establish schedules to eliminate duplication of times of departure of the respective carriers and provide reasonable frequency of service throughout the day;

(c) Wherever practicable eliminate duplicate depot facilities and commission ticket agencies and, in lieu thereof, utilize joint depot facilities and joint commission ticket agencies. At such depot facilities and commission ticket agencies used jointly by the carriers, service, travel information, and ticket sales shall be impartial, without preference or discrimination for or against either of such carriers.

2. On the routes served by the carriers between Kansas City, Missouri and Albuquerque, New Mexico, via Dodge City, Kansas, The Santa Fe Trail Transportation Company shall reduce its through service to one round trip daily and Southwestern Greyhound Lines, Inc. shall reduce its through service to two round trips daily.

3. On the routes described in Paragraph No. 2 hereof and in addition to the through service therein provided, The Santa Fe Trail Transportation Company shall operate a through service of one round trip daily between Kansas City, Missouri and Garden City, Kansas and Southwestern Greyhound Lines, Inc. shall operate a through service of one round trip daily between Garden City, Kansas and Albuquerque, New Mexico. Such services shall make direct connections at Garden City, Kansas so as to provide a coordinated through service.

4. On the route served by The Santa Fe Trail Transportation Company between Kansas City, Missouri and Albuquerque, New Mexico, via Tucumcari, New Mexico, it shall operate a through service of not to exceed one round trip daily.

5. The Santa Fe Trail Transportation Company shall suspend its service over U. S. Highways Nos. 85 and 87 between Pueblo and Trinidad, Colorado, and forthwith shall file with the Interstate Commerce Commission and the appropriate State regulatory body a notice describing the operations to be suspended in compliance herewith, together with a true copy of this order.

6. The carriers forthwith shall file with the Interstate Commerce Commission and with each appropriate State regulatory body, and publish, in accordance with law, and continue in effect until further order, tariffs or appropriate supplements to filed tariffs, setting forth the changes in the fares, charges, operations, rules, regulations and practices of each carrier, which will be required to comply with the provisions of this order, and forthwith shall apply to said Commission and regulatory bodies for special permission for such tariffs or supplements to become effective on one day's notice.

This order shall become effective July 1, 1942, and shall remain in full force and effect until further order of this Office.

Issued at Washington, D. C. this 30th day of June 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

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